BANGALORE METRO RAIL CORPORATION LIMITED
(A Joint Venture of GOK & GOI)

e-Tender through KPP Portal

for

AWARDING LICENSE FOR OPERATING PARKING LOT AT NAGASANDRA METRO STATION

Tender No.
BMRCL/DGM(C)/PD/Parking Tender–NGSA(Main)
/No.54/2026-27

May – 2026

BANGALORE METRO RAIL CORPORATION LIMITED
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Bangalore Metro Rail Corporation Limited

3rd Floor, BMTC Complex, Kengal Hanumanthaiah Road,
Shanthinagar, Bengaluru – 560 027.

Request for Proposal (RFP) No. - 54

e-TENDER FOR SELECTION OF LICENSEE FOR OPERATING PARKING LOT AT NAGASANDRA METRO STATION

May - 2026

TENDER NO.
BMRCL/DGM(C)/PD/ Parking Tender– NGSA(Main)/No.54/2026-27

Sl. No.	Name of the Station/Location
1	Nagasandra Metro Station (Main)

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Section – 1

NOTICE INVITING TENDER

Tender No. BMRCL/DGM(C)/PD/Parking Tender– NGSA(Main)/No.54/2026-27

1. Bangalore Metro Rail Corporation Limited (BMRCL) invites e-Tender through KPP Portal, under a single-stage two-envelope system, from parking agencies that may be Individuals, sole proprietorships, partnerships or companies incorporated under the Companies Act, 1956/2013, having their registered office in India, (Joint venture / consortium is not permitted) for granting License for operating parking lot at Nagasandra Metro Station (Main) for a period of **01 (One) year** under a single bid, as defined below:

Table - I

Sl. No.	Location of parking lot	Total Area in Sq. Meters	Earnest Money Deposit (in Rs.)	Term of license
1	Nagasandra Metro Station (Main)	3000	57,175/-	One Year

1.1 Registration:

a) Tenderers are required to enroll on the Karnataka Public Procurement Portal (https://KPP Portal.karnataka.gov.in/) by clicking on the link "Tenderers Registration" on the Karnataka Public Procurement Portal and by paying requisite registration fee.

b) As part of the enrolment process, the Tenderers are required to choose a unique username to assign a password for their accounts.

c) Tenderers are advised to register their valid email addresses and mobile numbers as part of the registration process. These would be used for any communication with the Tenderer.

d) Upon enrolment, the Tenderers will be required to register their valid Digital Signature Certificate (Only Class III Certificates with signing + encryption key usage) issued by any Certifying Authority recognized by CCA India.

e) Only one (01) valid DSC should be registered by a Tenderer. Please note that the Tenderers are responsible to ensure that they do not lend their DSCs to others, which may lead to misuse.

f) Tenderers should then login to the website through the secured log-in by entering their user ID/password and the password of the DSC / e-Token.

g) The scanned copies of all original documents (as required) should be uploaded on portal in PDF/JPEG format.

h) For any query regarding e-Procurement on the Karnataka Public Procurement Portal, contact helpdesk number: +91-8046010000, +91-8068948777, and Email ID: support@eprochelpdesk.com.

1.2 Searching for tenders/bids:

Once the Tenderers have selected the proposal Bids/Tenders and if they are interested to participate the Tenderers can pay non-refundable processing fee to Karnataka Public Procurement Portal.

It will be the responsibility of the Tenderer to check the website and see any Addendum/Corrigendum issued in respect of this Tender from time to time and ensure submission of Tender submittals accordingly.

1.3 EMD will have to be paid in full as per Table in Clause 1.13 (a) in online payment mode through KPP Portal or in the form of Bank Guarantee/E- Bank Guarantee. In case of Bank Guarantee/E- Bank Guarantee, copy of the same should be uploaded in the e-procurement portal (PDF format). Further, original hard copy should be submitted to BMRCL Office within the next working day of the last date for submission of bids. The validity of the EMD BG shall be for 7 months. Performa of Bank guarantee/e-Bank Guarantee for Bid Security/ Earnest Money Deposit shall be as per **Annexure VI- (a).**

1.4 BMRCL shall receive Bids pursuant to this RFP, in accordance with the terms set forth herein as modified, altered, amended and clarified from time to time by BMRCL before the date for tender submission. Bidders shall submit bids in accordance with such terms on or before the date specified in this document. Bidders are advised to visit the BMRCL premises at the stations / site and familiarize themselves with the proposed arrangements and all activities necessary in this regard.

1.5 Tenders must be submitted electronically through Karnataka Public Procurement Portal /eProcurement Portal (https://KPP Portal.karnataka.gov.in/) before the last date & time prescribed in the e-Procurement portal using a valid DSC (Digital Signature Certificate).

1.6 'Qualification cum Technical Bid' will be opened as per the specified time and date published in the e-Procurement portal.

1.7 Registered Tenderers with e-token are advised to frequently check the e-Procurement portal for any amendments like Addendum / Corrigendum.

1.8 BMRCL will not be responsible for consequential damages/losses due to lack/ interruption of power supply & internet, low speed of internet, System problems, loss of electronic information/data etc.

1.9 For further clarifications/details, contact the Deputy General Manager (C), BMRCL on 080-22969300/e-mail: rmvgowda@bmrc.co.in.

1.10 For any query regarding e-Procurement portal/Tender submission, please contact helpdesk at+91-80-46010000, +91-80-68948777,
Email: support@eprochelpdesk.com.

1.11 Eligibility & Conflict of Interest:

The Bidder shall not have a conflict of interest that affects the bidding process. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder shall be deemed to have a conflict of interest affecting the bidding process, if:

a) A constituent of such Bidder is also a constituent of another Bidder; or

b) Such Bidder, or any Affiliate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or any Affiliate thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its member or any Affiliate thereof; or

c) Such Bidder, or any Affiliate thereof has a relationship with another Bidder, or any Affiliate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or

d) Such Bidder, or any Affiliate thereof has participated as a Concessionaire to the BMRCL in the preparation of any documents, design or technical specifications; or

e) A Bidder shall be liable for disqualification if any legal, financial or technical advisor of the BMRCL is engaged by the Bidder, its member or any Affiliate thereof, as the case may be, in any manner for matters related to or incidental.

1.12 Salient features of Bidding Process:

a) BMRCL has invited a single stage two packet e-Tender through KPP Portal to select suitable Bidders to award license for operating parking lot at Nagasandra Metro Station (Main).

b) It is clarified that the rights granted under this RFP (Request for Proposal) are non-exclusive. BMRCL reserves the right to issue similar rights to other parties for other structures or locations under its control.

1.13 Bid Security / EMD Requirements:

a) The bidder/s may participate & bid through KPP PORTAL by paying Bid Security amount/ EMDs as mentioned below.

Sl. No.	Location of parking lot	Earnest Money Deposit (in Rs.)
1	Nagasandra Metro Station (Main)	57,175/-

b) The details of Bid security / EMD should be in accordance with clause 1.13 (a). Bidders should check the correctness of all the details, failing which the authority may reject the tender.

c) BMRCL reserves the right to issue necessary corrigendum, clarifications, or amendments at any stage.

1.14 Minimum Reserved Annual License Fee:

The successful bidder shall pay to Bangalore Metro Rail Corporation Limited (BMRCL) a fixed annual License Fee as financial consideration for the grant of rights under this Agreement. The License Fee shall be determined through a competitive bidding process, subject to a Present Minimum Reserved License Fee prescribed by BMRCL as indicated below:

Table – 2: Present Minimum Reserved License Fee per Annum: -

Sl. No.	Location of parking lot	Area (Approximate in Square meters) provided for parking of vehicles	Present Minimum Reserved Annual License Fee (inclusive of GST) (In Rs.)	Approximate Number of parking slots			Required Net-worth (in Rs.)
				Two Wheelers	Four Wheelers	LCV	
1	2	3	4	5	6	7	8
1	Nagasandra Metro Station (Main)	3000	22,87,017/-	130	112	Nil	28,58,771/-

Note: The components of Present Minimum Annual Reserved price includes Base price of Rs.19,38,150/- + GST Rs.3,48,867/- (@18%).

a) The License Fee shall be quoted as an annual lump sum figure by the bidder inclusive of Goods and Services Tax (GST). Other applicable statutory levies shall be payable by the Licensee over and above the quoted amount.

b) Any bidder quoting an amount lower than the specified **Present** Minimum Reserved License Fee for the above-mentioned locations shall be considered non-responsive and shall be summarily rejected. Bidders are required to ensure that their quoted License Fee is equal to or higher than the **Present** Minimum Reserved License Fee.

c) The License Fee quoted by the selected bidder shall remain firm throughout the License Period and shall be payable quarterly in advance, as per the schedule stipulated in the License Agreement.

1.15 Schedules of Bidding Process for e-Tender through KPP Portal:

Table – 3: Schedules of bidding process

1	Site visit	On all Working Days between 11:00 am and 5:00 pm (IST) upto 30-05-2026. On prior appointment only. Contact No. As per Annexure-VIII
3	Pre-Bid Meeting details	As per Date and Time specified in e-Procurement Portal.
4	Clarification on bid queries by BMRCL	As per Date and Time specified in e-Procurement Portal.
5	Last Date & Time of Submission of Bid	As per Date and Time specified in e-Procurement Portal.
6	Date & Time of Opening of Technical Bids	As per Date and Time specified in e-Procurement Portal.
7	Submission of Hard copy of Documents	Within next working Day of the last date for submission of bids. Address: Deputy General Manager (C) Bangalore Metro Rail Corporation Limited, Property Development Department, III Floor, BMTC Complex, KH Road, Shantinagar, Bengaluru-560027, Karnataka, India.
8	Date and time of opening of Tender (Financial Bid)	Will be intimated to the Qualified Tenderers through e-Procurement Portal. Tenderers to check in KPP Portal.
9	Place of opening of tenders (Qualification cum Technical Bid & Financial Bid)	The opening of the Qualification cum Technical Bid & Financial Bid shall take place online through e-Procurement Portal.
10	Download of RFP	RFP to be downloaded from Karnataka Public Procurement Portal (e-Procurement Portal: https://KPP Portal. karnataka.gov.in/)
11	Address for communication	Deputy General Manager (C), Bangalore Metro Rail Corporation Limited, Property Development Department, III Floor, BMTC Complex, KH Road, Shantinagar, Bengaluru-560027, Karnataka, India.
12	Bid Validity	180 days from the last date of submission of bid.

1.16 Schedules of various stages of selected bidder:

The selected bidder shall follow the following timelines:

Table – 4: Schedules of various stages of selected bidder

Sl. No.	Stage of Activity	Time Period
1.	Acknowledgement of LoA	Within 07 (Seven) working days from issuance of Letter of Acceptance (LoA)
2.	Payment of Security Deposit / Performance Security to BMRCL by successful bidder.	Within 07 working days from date of receipt of Letter of Acceptance.
3.	Payment of 1st quarter Advance License Fee	Within 15 working days from date of receipt of Letter of Acceptance.
4.	Signing of License Agreement.	Within 15 working days from the date of receipt of Letter of Acceptance.
5.	Duration of License Agreement	01 (one) year from the date of signing of License Agreement. The License term may be extended up to 3 (three) months on mutual agreement after completion of 1 (one) year license term.

1.17 "Financial Offer / Item Pricing Details" page as corresponding to KPP Portal:

Item Details	Estimate Unit Rate	Estimate Item Price (inclusive of all applicable taxes)	Price Quoted by Bidder per Quantity (inclusive of all applicable taxes)	Amount (inclusive of all applicable taxes)	Net Amount (inclusive of all applicable taxes)	Actions *
Location Code Parking Lot Name License Period	Present Minimum Annual Reserve Price inclusive of GST (@18%)	Present Minimum Annual Reserve Price inclusive of GST (@18%)	**TO BE QUOTED BY THE BIDDER**	Automatically fed by KPP Portal – No action required by the Bidder	Automatically fed by KPP Portal – No action required by the Bidder	**BIDDERS SHALL MANDATORILY MENTION THE AMOUNT OF GST (@18%) THAT HAS BEEN INCLUDED IN THE QUOTED PRICE**

***Click on the actions icon to enter GST component.**

1.18 Bidders are required to indicate their quote, as Annual License Fee, in Financial Bid as per KPP Portal, which shall be inclusive of GST (@18%). Any increase in the GST, the Successful Bidder shall be liable for remitting such difference amount to BMRCL.

1.19 Other information:

a) Addendum/Corrigendum, if any, will be published "only on KPP Portal https://KPP Portal.karnataka.gov.in". In case any additions or changes are made, it shall become part of the tender document.

b) Submission of Tenders shall be closed on the KPP Portal on the last date & time of submission prescribed in KPP Portal or as mentioned in subsequent addendum/ corrigendum after which no tender shall be accepted by the e-portal.

c) BMRCL will not be responsible for any delay, internet connection failure, or any error in uploading the tender. The tenderers are advised to upload their submissions well before the last date and time of tender submission to avoid any problems and last-minute rush.

d) BMRCL reserves the right to accept or reject any or all proposals without assigning any reasons. No Bidder shall have any cause of action or claim against the BMRCL for rejection of their bids.

e) All the documents submitted in tender submission should be named properly and arranged systematically.

f) The financial bid shall be opened only for those Bidders who meet the Eligibility criteria specified in **Section-5.**

g) The Bid shall be valid for a period not less than 180 days from the last date of submission of bid.

h) After successful completion of processing of tender, the Letter of Acceptance shall be issued to the successful bidder.

i) The bidders are advised to keep visiting KPP portal https://KPP Portal.karnataka.gov.in regularly for updates.

j) In the event of contradiction between terms contained in this Tender Document and that of KPP Portal, the conditions laid in this Tender Document or Corrigenda / Addenda, as the case may be, shall prevail.

Sd/-
Deputy General Manager (C)
BMRCL

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SECTION-2: DISCLAIMER

2.1 The information contained in this Request for Proposal (the "RFP") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of Bangalore Metro Rail Corporation Limited (BMRCL) or any of their concerned employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

2.2 This RFP is not an agreement and is neither an offer nor invitation by BMRCL to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in preparing their proposal pursuant to this RFP (the "Bid(s)"). This RFP includes statements, which reflect various assumptions and assessments arrived at by BMRCL in relation to the Assignment. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for BMRCL, its employees or advisors, to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct his/its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

2.3 Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. BMRCL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

2.4 BMRCL, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise, for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Bidding Process.

2.5 BMRCL accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

2.6 BMRCL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

2.7 The issue of this RFP does not imply that BMRCL is bound to select a Bidder or to appoint the licensee for the Assignment, and BMRCL reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

2.8 The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by BMRCL or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and BMRCL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

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Section – 3

DESCRIPTION OF THE TENDER

1. BMRCL invites e-tenders for licensing Parking Lot for two/four wheeler vehicles for Namma Metro Commuters at Nagasandra Metro Station at **Reach-3** against authorized parking charges. The bidders have to offer their bid in KPP portal.

2. The License term shall be for a period of **01 (One)** year from the date of signing the License Agreement.

3. The evaluation criteria for this tender shall be through KPP Portal.

4. On award of the contract, the Parking Contractor, at his cost, should demarcate the area, fix automatic parking systems, if any, install **fare chart displaying GST Number, name of licensee, contact number and license term** and ticket counter with facility to issue computerized parking ticket indicating time, date and amount, and proper checking of vehicles, etc. for smooth functioning.

5. The parking lot is made available on "as is where is" condition. Any improvement like installing of Lights, CCTV surveillance cameras etc. shall be made by the Parking Contractor and no compensation shall be paid by BMRCL for undertaking this additional work, even if the contract is terminated for any default of the Parking Contractor.

6. The parking staff should have their C&A verified by the Police.

7. The parking lot should have proper lighting.

8. The parking contractor should arrange for securing properly insured security staff at the parking lot in addition to the staff appointed for collecting parking fees from the commuters.

9. Fire Extinguishers should be available at the parking lots at all times.

10. The RFP contains **84** Pages.

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Section - 4
GENERAL INFORMATION / GUIDELINES

1. GENERAL:

BMRCL is a Joint Venture Company of Government of India and Government of Karnataka committed to provide world-class mass rapid transport system. As part of the amenities and facilities to the commuters and the staff of BMRCL it proposes to entrust the management of the Parking Lot on License basis to a Contractor at Nagasandra Metro Station located at **Reach-3** of Namma Metro Stations: -

2. LOCATION OF THE PARKING LOT:

Table – II

Sl. No.	Location of parking lot	Area (Approximate in Square meters) provided for parking of vehicles	Present Minimum Reserved Annual License Fee inclusive of GST (@18%) (In Rs.)	Approximate Number of parking slots			Required Net-worth (in Rs.)
				Two Wheelers	Four Wheelers	LCV	
1	2	3	4	5	6	7	8
1	Nagasandra Metro Station (Main)	3000	22,87,017/-	130	112	Nil	28,58,771/-

a. The number of two wheelers and four wheelers mentioned above are only indicative and the licensee can change the parking slots depending on the demand for the respective vehicles.

b. The term of license is **01 (One)** year from the date of signing the License Agreement.

c. No extension will be considered and fresh Tender will be issued. However, the License Term may be extended to the Licensee up to 3 (Three) months on same terms and conditions if the new licensee is not in place within the date of completion of the License Term.

d. **NO EXIT CLAUSE - The Licensee must run the parking lot for complete 12 months from the date of signing the License Agreement failing which the Security Deposit shall be forfeited, and action shall be taken as per Tender terms.**

e. The parking lot is offered on "as is where is" condition. **The Parking Contractor should keep the parking lot clean, well-lit by installing proper lights** and install modern equipment for the ticketing facility. BMRCL shall not pay any amount for such improvements, even in the event of termination of the contract on account of default of the Parking Contractor.

f. It is mandatory for the parking contractor to issue computerized ticket at the time of entry and exit of parking lot showing complete vehicle number along with the date, entry time and the exit time. The successful parking contractor shall charge the parking fee only at the approved rates for the class of vehicles parked in the parking lot.

g. The parking area must be kept under E-surveillance, and the vehicles must be thoroughly checked before entering the parking premises. If any suspicious objects or activity is found, the same shall be reported immediately to the Station Controller/Security and the Police.

h. The parking staff engaged should have their C&A verified by the Police. The details of the parking staff shall be furnished to the Dy. General Manager (Connectivity), BMRCL. Any changes in staff deployed shall also be reported.

i. The parking licensee must arrange for securing properly insured security staff at the parking lot in addition to the staff appointed to collect parking fees from the commuters.

j. On award of the contract, the Parking Contractor should demarcate the area provided for two wheelers and four wheelers and should fix appropriate signage for vehicular directional movement.

k. If the parking area increases or decreases as against the indicated area mentioned in Table (II) in Section 4, clause 2, then the License fee shall increase or decrease on pro-rata basis.

l. Within the parking area provided, the licensee shall make provision for parking of a minimum of 10 (ten) bicycles at each of the stations and they shall be parked in the front near the entry so that their safety is taken care of. Any loss or theft of bicycles is the responsibility of the licensee. Cycle parking to be clearly advertised outside the parking lot.

3. PARKING FEE:

The Parking Contractor shall charge parking fee as per the rates fixed by BMRCL as specified herein under.

Table - III

Parking Fare-Chart at Metro Stations			
	Parking Fee		
Class of Vehicles	**For the first four hours or part thereof**	**For every subsequent hour or part thereof**	**Parking charges for one day**
Motor Cycle/Two-Wheeler	Rs 15	Rs 5	Rs 30
Car/Jeep	Rs 30	Rs 10	Rs 60
Bicycle	Free Parking		

Note:

a. Day means the starting to closing hours of the Metro Train Service of the day.

b. The bidders are informed that the parking facility is meant for the genuine Metro commuters. However, depending upon the availability of space the parking lot can be given to the general public as well to park their vehicles.

c. Licensee shall not sub-license the parking lot to other commercial operators like cab service, vehicle hire service, etc. In the event of the licensee being found to have allowed unauthorized person/s to operate the parking lot or allowed other

commercial operations/operators, the licensee shall be liable to pay penalty of **Rs.25,000/-** for each violation.

d. Night parking after the closing hours of Metro Rail Services is not permitted. The licensee shall clearly display this condition to the commuters.

e. Parking fares are inclusive of GST.

TENDER INVITATION:

e-Tenders are invited from the following eligible Bidders detailed in clause 4 herein as per terms and conditions detailed in the RFP for awarding license for operating parking lot at Nagasandra Metro Station.

4. ELIGIBILITY:

(i) The bidder shall either be:

a. A Proprietorship,

b. A partnership registered under the Indian Partnership Act, 1932 or the Limited Liability Partnership Act, 2008, or

c. A company incorporated under the (Indian) Companies Act, 1956/2013;

(ii) The bidder shall not submit more than 1 (one) Bid/Application for this tender. Any person who submits or participates directly or indirectly with more than one application will cause all the applications in which the person has participated to be disqualified.

(iii) Eligible bidders shall upload the documentary proof of their status mentioned at Clause 4 (i) (b) and (c) above in the KPP portal.

(iv) The Bidder shall have a minimum of **1-year experience in managing parking lots in Government organizations <u>obtained through Tender process</u> only (Example: KSRTC, BMTC, BMRCL, Govt. Hospitals, Indian Railways, etc.,).**

(v) **The licensee who had opted for preliminary termination of contract for a particular location will not be eligible to participate for that particular location in the Re-tender.**

(vi) **Any bidder who has been terminated by BMRCL for non-payment of license fee (Financial Defaulter) in last two years is not eligible to apply in this tender.**

(vii) **The Bidder operating parking lot at BMRCL shall not have any license fee dues pending at the time of submitting the Bid. "No Dues" Certificate from concerned department of BMRCL has to be submitted along with the Tender.**

(viii) The Bidders shall not have defaulted in re-payment of any bank / financial institutions' loans in the past. They should not be defaulters in payment of statutory dues or liabilities. They shall not have been blacklisted by any Government Authority. Bidders shall give a self-declaration as per **Annexure IB** in this regard and should this declaration be found false any time in future, the License Agreement will be terminated after due notice.

5. EARNEST MONEY DEPOSIT (EMD):

Sl. No.	Location of parking lot	Earnest Money Deposit (in Rs.)
1	Nagasandra Metro Station (Main)	57,175/-

(i) The Technical bid should be accompanied by **EMD mentioned in the table above** which shall be paid through KPP portal for participating in the Bid.

(ii) Tenders not accompanied with valid Earnest Money Deposit (EMD) are liable to be summarily rejected.

(iii) EMD of unsuccessful applicants will be returned without interest after finalization of the tender within 45 days.

(iv) Pre-bid meeting will be held on the Date and Time specified in e-Procurement Portal

6. SUBMISSION OF TENDER FORM:

a. Language of Bid

The Bid and all correspondence, documents, and supporting materials related to the bidding process shall be in English. If any supporting document or printed literature is in another language, it must be accompanied by true English translation of its relevant passages, duly authenticated and certified by the Bidder. In case of conflict, the English translation shall prevail for interpretation and evaluation.

b. Modification, Substitution or Withdrawal of Bids

A Bidder may modify, substitute, or withdraw his/its Bid after submission, before the Bid Submission Due Date through the e-portal. No Bid shall be modified, substituted, or withdrawn after the Bid Due Date.

c. Deadline and Responsibility

All Bids must be received on or before due date for bid submission as mentioned in Section-1 NIT. BMRCL shall not be responsible for any delay, loss, or non-receipt of the Bid. Bidders are advised to submit their Bids well in advance to avoid last-minute difficulties.

7.1 Sealing and Marking of Bids

i. All the Bid proposals shall be digitally signed along with the other Qualifying documents and shall be submitted Electronically through eProcurement Portal on or before the last date and time for Bid submission as published therein.

ii. Bidder, in advance, should get ready the Proposal documents to be submitted as indicated in the Bid document /schedule in PDF/JPEG formats. The Bidder has to digitally sign and upload the required proposal documents one by one as indicated in the Bid document.

iii. Bidder should log into the e-Portal well in advance for the submission of the proposal so that it gets uploaded well in time i.e., on or before the last date & time for Bid submission.

iv. Bidder will be solely responsible for uploading the Bid submittals in eProcurement portal. BMRCL will not be held responsible for consequential damages/losses/delay due to lack /interruption of power supply & internet, low speed of internet, System problems, loss of electronic information/data etc.

v. The server time (which is displayed on the dashboard) will be considered as the standard time for referring to the deadline for submission of the proposals by the Bidders, opening of proposals etc. The Bidders should follow this time during proposal submission.

vi. The necessary certificates/documents in support of fulfilling the Eligibility Criteria and Technical requirements shall be scanned and attached to e-Procurement portal.

vii. Bids must be submitted online through Karnataka Public Procurement Portal (eProcurement Portal) on or before the date and time specified in the eProcurement Portal and on time submission of Bid is the responsibility of the Bidder. Original Documents (Hard copy) as listed under clause 1.5 of Section-I shall be submitted in the place, date & time as specified in Key Details.

viii. BMRCL reserves the right to reject any Proposal if:

(a) At any time, a material misrepresentation is made or discovered, or
(b) The Bidder does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the proposal.

ix. Bidder is expected to examine all terms and instructions included in the document. Failure to provide all requested information will be at Bidder's own risk and may result in rejection of proposal.

7.2 Bid Process

(a) Tender is a single stage two packet system, comprising of Technical Bid and Financial Bid. Evaluation of the Bids and identification of the Selected Bidder(s) will be undertaken in 2 (two) stages. In the first stage, the Earnest Money Deposit and Qualification cum Technical Bid of each Bidder will be evaluated in order to determine fulfillment of the Eligibility Criteria, the Financial Capacity and Technical Capability. Bidders who satisfy the Eligibility and Qualification Criteria, Financial Capacity and Technical Capability ("Qualified Bidders") shall be considered for the 2nd stage, i.e., the opening of the Financial Bid(s).

(b) The Qualified Bidder who has quoted the highest license fee in the Bid will be considered as (H1). The Selected Bidder shall be required to enter into the License Agreement with BMRCL. Bidders are requested to note that the terms of the License Agreement are final and non-negotiable and no requests for modification of the same will be considered by BMRCL. Any intimation of selection as Licensee from BMRCL pursuant to this Bid Document shall be subject to acknowledgement of the LoA by the Selected Bidder within the time frame stipulated by BMRCL.

7.3 Earnest Money Deposit (EMD)

a) The Bidder shall furnish, as part of its Bid, a refundable, interest-free, Earnest Money Deposit, for the amount indicated in Key Details under Tender Notification section/eProcurement Portal. The Earnest Money Deposit is required to protect the Purchaser against the risk of Tenderer's conduct which would warrant the security's forfeiture.

b) The EMD of unsuccessful Bidders will be returned by BMRCL, without any interest, on signing of the License Agreement with Selected Bidders or, in the event of cancellation of the bidding process, within 45(forty-five) working days.

c) The EMD of the Selected Bidder will be returned upon the Selected Bidder signing the License Agreement. BMRCL may, at the Selected Bidder's option, adjust the amount of EMD against the amount of advance license fee to be paid by him/them.

d) The EMD shall be liable to be forfeited and appropriated by BMRCL without prejudice to any other right or remedy that may be available to BMRCL hereunder or otherwise, under the following conditions:

1. If a Bidder indulges in a Corrupt Practice, Fraudulent Practice, Coercive Practice, Undesirable Practice or Restrictive Trade Practice as specified in Section -10 of this Bid Document;

2. If a Bidder withdraws his/its Bid during the Bid Validity Period.

3. In the case of the Selected Bidder, if he fails to sign the License Agreement and/or to furnish the Security Deposit within the specified time limit.

e) The Bid will be summarily rejected by the BMRCL in case of:
   (i) Failure to deposit EMD online,
   (ii) EMD amount being less than the required amount as mentioned in Tender Notification/ eProcurement portal.
   (iii) Failure to submit original hard copy of the Bank guarantee to BMRCL office within the next working day of the last date for submission of bids.
   (iv) If the validity of the EMD BG is less than 7 months.

7.4 Bid Variable

Bidders must quote the Annual License Fee inclusive of GST.

7.5 Composition of Bids

Bids shall be submitted in two parts – Technical Bid and Financial Bid. Technical Bid shall contain all documents for eligibility. Financial Bid shall contain their quote for the particular parking lot. Both must be submitted within the specified date and time.

7.6 Cost of Bidding

Bidders shall bear all costs associated with the preparation and submission of the bid. BMRCL will not be liable for these costs.

7.7 Site Visit and Verification

Bidders are advised to physically inspect the parking lot to understand site-specific requirements, technical constraints and viability.

7.8 Clarification of Bid Documents:

Bidders shall carefully examine the Bid documents and fully understand the conditions and matters which may affect the work or the cost thereof. In case the Bidder finds any discrepancies or omissions from the specification or other documents, or in doubt as to their meaning, the Bidder shall at once address query (ies) online through Karnataka Public Procurement Portal (e-Procurement portal).

The BMRCL will offer clarification to such queries received through eProcurement portal up to the date specified therein.

Any such queries with details of clarification sought, shall be uploaded in the e-Procurement portal (https://eproc.karnataka.gov.in) without disclosing the identity of the Bidder seeking clarification. No separate future communication in this regard will be entertained.

i. Contact details of BMRCL for any clarifications are mentioned in NIT.

ii. BMRCL may also on its own initiative, if deemed necessary, issue interpretations and clarifications to the prospective Tenderers. All written clarifications and interpretations issued by the BMRCL shall be deemed to be part of the RFP. Verbal clarifications and information given by BMRCL or its employees or representatives shall not in any way or manner be binding on BMRCL.

7.9 Pre-Bid Meeting

(i) The Bidder or his/its authorized representative is invited to attend a pre-bid meeting held at the place, date and time indicated in 'Key Details'/ e-Procurement Portal.

(ii) The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage to enable the Tenderers to submit tenders without conditions.

(iii) The Bidder is requested to submit any questions online through Karnataka Public Procurement Portal (e-Procurement portal) only, in terms of Clause 7.11 (a) of section - 7.

(iv) Non-attendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.

7.10 Responses to Queries

BMRCL shall endeavor to respond to all queries received on or before the specified deadline. The responses to all queries, including those raised during the pre-bid meeting shall be posted on the e-portal in the form of a consolidated pre-bid clarification document. No individual correspondence shall be entertained.

7.11 Amendment of Bid Document

a) At any time before the submission of proposals, BMRCL may, for any reason, whether at its own initiative or in response to a clarification requested by a Bidder, modify the bid documents by amendment. Such amendments shall be issued through addendum.

Such Addenda/Corrigenda will be uploaded in the e-Procurement portal. It will be the responsibility of the Bidder to frequently check the e-Procurement portal for any Addenda/ Corrigenda or any other updates issued from time to time and ensure submission of Bid accordingly.

Without prejudice to the order of preference, the provisions in such addenda shall take priority over the bid document issued previously. The Bidders should acknowledge receipt of such addenda and list them in the Bid submittals.

The Bidder is not permitted to make any alteration/modifications to the Bid conditions. No modifications to the specifications, item descriptions, etc. will be entertained

b) In order to afford the Bidders reasonable time for taking an addendum into account, or for any other reason, BMRCL may, at its sole discretion, extend the Bid Submission Date.

a. Format for Submission of Pre-Bid Queries

All queries shall be submitted in the following format through e-portal before the last date for submission of pre-bid queries: -

Table – 11: Format for Submission of Pre-Bid Queries

Sl. No	Clause No & Title	Page No in the RFP	RFP Text (as given)	Clarification sought/query	Suggested modification, if any.

Note:

- All queries should be compiled and submitted in MS Excel or Word format.
- Queries submitted after the deadline will not be entertained.
- BMRCL may group and answer similar queries together.

7.12 Acknowledgements by Bidders

By submitting a bid, the bidder acknowledges having read and understood the bidding documents, verified information, assumed business risks, and accepted the terms and conditions.

7.13 Verification and Disqualification

BMRCL reserves the right to verify any documents submitted. A bidder shall be disqualified from the bidding process at any stage if:

a. The bidder fails to fulfill the eligibility criteria as prescribed in Section - 5 of this RFP;
b. The bidder submits false, forged, or misleading documents or information in the technical or financial bid.

c. The bidder submits a financial bid below the Present minimum reserved License Fee.
d. The bidder has been declared ineligible or blacklisted by any government agency, public sector undertaking, or statutory body in India.
e. The bidder attempts to influence the bid evaluation process in any manner whatsoever.
f. The bidder fails to submit the required Bid Security or Performance Security in the prescribed manner.

7.14 Effect of Disqualification

In the event of disqualification of a bidder at any stage, their bid shall be summarily rejected.

7.15 Confidentiality

All bid-related information will be treated as confidential. Disclosure will only be made to persons officially involved or as per statutory requirements.

7.16 Bid Submission Date

Bids should be submitted in e-Procurement Portal on or before the date and time mentioned in the Tender Notification and in the manner and form as detailed in this Bid document.

7.17 Late Bids

In online e-Procurement Portal, the bidder shall not be able to submit the Bid after the last date and time for Bid submission as the icon for the task in the e-Procurement Portal will be disabled.

7.18 Modifications/ substitution/ withdrawal of Bids

a) Bidder may modify and correct or upload any relevant document in the portal till Bid submission date and time as published in the e-Procurement Portal.

b) No Bid shall be modified subsequent to the deadline for submission of Bids.

c) Withdrawal or modification of a Bid between the deadline for submission of Bids and the expiration of the original period of Bid validity or as extended pursuant to Table – 3 of clause 1.15 of section - 1 may result in the forfeiture of the EMD.

7.19 Deadline for submission of the Bids

(a) Bids must be submitted online through Karnataka Public Procurement Portal (e-Procurement Portal) on or before the date and time specified in the e-Procurement Portal and on time submission of Bid is the responsibility of the bidder. Original Documents (Hard copy) as listed under Section- V shall be submitted in the place, date & time as specified in Key Details.

(b) BMRCL may, at its discretion, extend the date for the submission of Bid by amending the Bid Documents, in which case all rights and obligations of BMRCL and the Tenderer previously subject to the original deadline shall thereafter be subjected to the deadline as extended.

(c) In online e-Procurement Portal, the bidder shall not be able to submit the Bid after the last date and time for submission as the icon for the task in the e-Procurement Portal will be disabled.

(d) Scanned copies of those Bids which have been uploaded in the e-Procurement Portal successfully will only be considered for evaluation. **Hard copies received by BMRCL after the deadline for submission as specified in Key details will be rejected.**

7.20 A) Bid Opening (Opening of Qualification cum Technical Bids)

i. First, the BMRCL will open the EMD and verify the EMD at the time and date specified in the e-Procurement Portal.

ii. Further, the BMRCL will open the 'Qualification Cum Technical Bid' of the Tenderers whose EMD has been found acceptable. If EMDs are not in proper form, the 'Qualification Cum Technical Bid' will not be opened for such Tenderers.

iii. Interested Tenderers or their authorized representatives may view the bid opening on the portal on the scheduled date and time from their end. In the event of the specified date for Tender opening being declared a holiday by the BMRCL, the Tenders will be opened at the appointed time and location on the next working day.

iv. The Tenders will be examined for the following submittals:

a) Presence of valid EMD/Tender Guarantee,
b) Presence of 'Qualification cum Technical Bid',

v. The BMRCL will evaluate and determine whether each Tender:

a. meets the eligibility and qualification criteria.
b. is accompanied by the required EMD as per stipulations.
c. is substantially responsive for the technical requirement stipulated.
d. The BMRCL will draw out a list of qualified Tenderers.

vi. Tenders, which are not accompanied with a valid EMD, or are accompanied by an unacceptable or fraudulent EMD shall be considered as non-responsive and rejected. All decisions whether a Tender is non-responsive, unacceptable or whether a Tender Guarantee is fraudulent or unacceptable or non-compliant will be that of the Tender Inviting Authority.

vii. If any Tender contains any deviation from the RFP and /or if the same does not contain EMD in the manner prescribed in the RFP, then that Tender will be liable for rejection. Incomplete Tenders in respect of above would be rejected.

viii. Tenderers, whose 'Qualification cum Technical Bid' are found acceptable after evaluation, would be informed of the date and time of opening of 'Financial Bid' through e-Procurement Portal.

B) Bid Opening (Opening of Financial Bids)

a) BMRCL shall notify the bidders who meet the Qualification criteria and whose bids are substantially technically compliant, indicating the date and time set for opening the Financial Bids.

b) The Financial Bid of the bidders, whose 'Qualification cum Technical Bid' were found acceptable, shall be opened by Tender Opening Committee in the presence of the bidder's

representatives who choose to attend and the bidders can also view the opening on e-Procurement portal from their end. In the event of the specified date for Financial Bid opening being declared a holiday by the BMRCL, the Bids will be opened at the appointed time on the next working day.

c) The bidders' names, the Bid prices and such other details as the BMRCL may consider appropriate, will be published in the KPP Portal.

d) The BMRCL shall prepare minutes of the Bid opening, including the information disclosed to those present in accordance with tender conditions. The bidder's designated representatives who choose to attend the Bid opening will be required to sign the minutes recorded during the Bid opening. The omission of bidder's signature on the minutes shall not invalidate the content and effect of the record.

EVALUATION OF BIDS

8.1 Opening of Tenders

a) The Bids shall be opened by the Tender Opening Committee of BMRCL at the date and time specified in the Notice Inviting Tender (NIT). The presence of Bid Security/EMD therein shall be verified first.

b) Technical Bids of only those bidders who have submitted valid Bid Security/EMD shall be opened. Bids lacking EMD or accompanied by invalid/fraudulent EMD shall be treated as non-compliant and summarily rejected.

c) On opening of the Bids, the Committee shall verify the presence of the following:
   i. Bid Security/EMD.
   ii. Only those bids accompanied by valid and acceptable EMD shall be considered for further evaluation.

d) Technical Bid shall then be opened for the bidders whose EMD is found valid. The Financial Bid will be opened only of technically qualified bidders.

e) If the Financial Bid is found included in the Technical bid, the Bid shall be disqualified.

f) A record of bid opening shall be prepared listing:
   i. Name of bidder
   ii. Presence or absence of EMD/Bid Security
   iii. Any remarks on completeness of submission

g) Bidders' representatives' present shall be invited to sign the record. Absence of a signature shall not affect the validity of the record.

h) If the scheduled date of bid opening is declared a public holiday by BMRCL, the bids shall be opened on the next working day.

8.2 Evaluation of Technical Bids

BMRCL shall evaluate the technical proposals of all bidders for the Eligibility and Qualifying requirements specified in section – 5. Bidders who do not meet the qualifying criteria as per section – 5 will be disqualified and no further evaluation will be carried out.

The Technical Bids shall be examined for responsiveness and compliance with all requirements of the RFP. This includes:

a. Submission of all required Annexures and supporting documents
b. Proper signing and formatting,
c. Fulfillment of eligibility criteria (as per section 5),
d. No deviation from essential tender conditions.

8.3 Clarifications:

To facilitate technical evaluation, BMRCL may, at its sole discretion, seek written clarifications from any bidder. However, no change in substance of the Bid shall be permitted during clarification.

8.4 Evaluation of Financial Proposal

In the second stage, the financial evaluation of the bidders who have been technically qualified shall be carried out. Prior to evaluation of Financial Proposals, the Authority will determine whether each Financial Proposal is responsive to the requirements of the RFP. The Authority may, in its sole discretion, reject any Financial Proposal that is not responsive.

8.5 Tests of responsiveness

a. Financial Bid shall be considered responsive only if:

(i) The complete Pricing document (Financial bid) is filled in online through Karnataka Public Procurement Portal (e-Procurement portal);
(ii) It does not contain any condition, or deviation.

8.6 Tie-Bid Resolution Mechanism

(i) A tie-bid shall be deemed to have occurred when two or more technically qualified bidders quote the same license fee.

Procedure for Tie-Bid Resolution:

(ii) In the event of financial bid becoming a tie, a manual auction shall be conducted between such parties who quoted same highest bid with quoted highest bid as base price. Date, time and location for such auction will be intimated to such parties.

8.7 Selection of Bidder

a. The bidder who has been qualified, whose Bid is adjudged as responsive in terms of the RFP, shall ordinarily be declared as the selected bidder (the "Selected Bidder"). In the event the Authority rejects the highest bidder (H1), it may, in its discretion, invite the next highest bidder in sequence (H-2, H-3, H-4……etc.).

b. After selection of successful bidder, a Letter of Acceptance (the "LoA") shall be issued, in duplicate, by the BMRCL to the Selected Bidder and the Selected Bidder shall, within 7 (seven) working days of the receipt of the LoA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LoA duly signed by the Selected Bidder is not received within the stipulated date, the BMRCL may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such bidder as damages on account of failure of the Selected Bidder to acknowledge the LoA, and it may, in its discretion, invite the next highest bidder in sequence (H-2, H-3, H-4…..etc.).

c. After acknowledgement of the LoA as aforesaid by the Selected Bidder, it shall cause the successful bidder to execute the License Agreement within the period prescribed in Clause 1.16 of Section -1. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the License Agreement.

8.8 Selection of Bidder who qualifies the Eligibility and Financial qualifications:

a. The selection of the successful bidder shall be carried out in a transparent and structured manner, based on compliance with eligibility criteria, financial qualifications as detailed in the RFP.

b. After selection, Letter of Acceptance (the "LoA") shall be issued, in duplicate, by BMRCL to the Selected Bidder. Issue of LoA will be communicated through e-mail and/or Post.

c. One copy of the Letter of Acceptance (LoA) shall be returned to BMRCL within seven (7) working days from the date of issue, duly signed and stamped by the Selected Bidder or the authorized signatory of the Selected Bidder, as a token of acknowledgement. Failure to submit the signed LoA within the stipulated time shall render the LoA liable for cancellation. In such a case, BMRCL reserves the right, at its sole discretion, to offer the Concession to the next highest-ranked bidder in sequence (H-2, H-3, H-4, etc.).

8.9 Submission of Interest-Free Security Deposit / Performance Security

a) The selected bidder shall submit the Interest-Free Security Deposit / Performance Security equal to 6 (Six) months' license fee within Seven (07) working days from the date of receipt of the Letter of Acceptance (LoA). Any request from the successful bidder for approvals, clarifications, or document issuance by BMRCL shall be considered only after submission of the required Security Deposit. This Security Deposit / Performance Security can be given in the form of Electronic Bank guarantee.

8.10 Consequences of Failure to Submit Security Deposit

If the successful bidder fails to submit the required Security Deposit or any other amount due under the LoA within Seven (07) working days from the date of receipt of LoA, BMRCL reserves the right to cancel the LoA and forfeit any prior payments or guarantees. In such case, BMRCL may invite the next highest bidder (H2, H3, etc.).

8.11 Execution of License Agreement

The selected bidder shall sign the License Agreement within Fifteen (15) working days from the date of receipt of LoA by paying first quarter license fee in advance. No deviation or amendment to the terms of the Agreement shall be permitted at this stage.

8.12 Right to Reject Bids

Notwithstanding anything contained in this RFP, BMRCL reserves the right to accept or reject any or all Bids/offers and to annul the Bidding Process at any stage, without assigning any reason and without incurring any liability.

8.13 Signing of License Agreement

a) Upon fulfillment of all requirements specified above, including the acknowledgement of the LoA and submission of Performance Security as per clause – 8.9, the Licensee shall enter into a formal License Agreement with BMRCL followed by issuance of NTP.

b) The License Agreement shall be signed in the format provided in this RFP (Section-8), without any material deviation. The Agreement shall define the rights, responsibilities, and obligations of both BMRCL and the Licensee for the entire License Period.

c) The License Agreement shall be executed within 07 working days of payment of Interest Free Security Deposit / Performance Security and advance license fee or within such extended time as may be granted by BMRCL at its sole discretion.

d) Failure to execute the License Agreement within the stipulated timeframe may result in forfeiture of the Performance Security and cancellation of the Letter of Acceptance, without prejudice to any other rights or remedies available to BMRCL under law or contract.

e) The date of signing of the License Agreement shall be deemed as the Effective Date of the license term and all obligations of the licensee shall commence from this date, unless otherwise specified.

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Section- 5

Technical Eligibility Criteria

The applicant shall upload the following documents in KPP portal in PDF/JPEG format for participating in the Tender Process

1. Power of Attorney for participating in the Bid as per the format in **Annexure - IV** authorizing the signatory to participate and sign the documents, should be furnished on non-judicial stamp paper of Rs.100/- (Rupees One hundred only) duly attested by Notary-Public. **(or) Board Resolution for authorising a signatory to participate and sign the documents.**

2. A declaration on non-judicial stamp paper of Rs. 100/- (Rupees One hundred only) duly attested by Notary-Public to the effect that the applicant is not barred by the Government of India / any State Government, or any entity controlled by it, from participating in any Bid, when the bar subsists as on the date of Bid, would not make the bidder eligible to submit the Bid. **(Format as per Annexure-IB)**

3. Copies of financial statements to demonstrate the Net Worth duly certified by a Chartered Accountant/Statutory Auditors.

4. **Enclose certificates in proof of minimum 1-year experience in managing parking lots in Government organizations obtained through Tender process only (Example: KSRTC, BMTC, BMRCL, Govt. Hospitals, Indian Railways, etc.,).**

5. **The bidder shall submit the labour license obtained from the concerned department for operating the parking lot.**

6. The tenderer/bidder shall also be required to enclose **copy of PAN Card.**

7. The tenderer/bidder shall also enclose **copy of Present Address proof**. (Bank Pass book, Telephone bill, Passport, Voter's ID card, Aadhar card, etc.)

8. **No Dues Certificate** from Accounts department of BMRCL for bidders operating parking lot at BMRCL.

9. Annexure –I to be filled, signed, scanned and uploaded by the bidder.

10. Annexure-II to be filled and authorized by Chartered Accountant. The said document to be scanned and uploaded by the bidder.

11. Annexure-V- Acceptance of BMRCL Tender Conditions to be filled, signed, scanned and uploaded by the bidder.

Financial Capacity.

The bidder, including bidders bidding as an individual entity, needs to establish the minimum Net Worth requirement of 1.25 times the base price for each parking lot applied for. Further, the net worth of the parking lot Licensees presently operating in BMRCL shall be deducted from the net worth capacity submitted for this tender for the calculation of remaining net worth.

In other words, if a bidder wishes to apply for the parking lot, then the bidder must demonstrate Net Worth of **Rs.28,58,771/- (Twenty eight lakhs fifty eight thousand seven hundred and seventy one only)** and the Net Worth statement must be duly certified by a Chartered Accountant or Statutory Auditor as at Annexure II.

Further, if any bidder who is holding License for operating parking lot at BMRCL which required a net worth of Rs.1,00,00,000/-, the same shall be subtracted from the net worth value submitted for this tender. Eg: If present net worth of the bidder is Rs.1,50,00,000/- than effective net worth of the bidder applied for this tender will be Rs.1,50,00,000-1,00,00,000= Rs.50,00,000/-. For the purpose of this Bid Document, Net Worth (the "**Net Worth**") shall mean "the sum of subscribed and paid up equity and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity shareholders" **OR** in the case of individual, the sum total of Assets **minus** total Liabilities as certified by a Chartered Accountant. The bidders shall provide details as per the format at Annexure II in the form of certificate(s) from Chartered Accountant or Statutory Auditors specifying the Net Worth of the Bidder.

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Section – 6

GENERAL TERMS AND CONDITIONS

The BMRCL hereby covenants with the Licensee as follows:

The Licensee paying the License fee and performing the covenants herein contained and, on his part, to be performed shall and may peacefully possess and enjoy the scheduled space within the Station premises during the License period.

1. **PAYMENTS & CONSIDERATION:**

(i) The annual license fee accepted by BMRCL shall be paid in advance in four quarterly installments. The first quarter payment shall be made in advance on the date of signing of the license agreement and the subsequent installments shall be paid in advance on the due date. To avoid any ambiguity in the license fee payment dates, the schedule dates for the payment of license fee shall be detailed in the License Agreement and the licensee shall abide by the said dates. BMRCL will issue the demand notice by email/ post to the Licensee. Failure to receive the demand notice shall not preclude the licensee from payment of the license fee on or before the dates specified in the License Agreement for each quarter.

(ii) The area for parking is given on license, on "as is where is" basis only. The licensed contractor/s shall make his / their own arrangements for the power supply from BESCOM and BMRCL will give NOC for the same. If the licensee fails to get the necessary power from BESCOM, BMRCL shall provide the required power after the licensee makes a formal request to BMRCL. The licensee shall ensure that all charges towards consumption of electricity shall be paid on the due dates.

(iii) The licensee shall pay the service charges for operating the parking lot. The service charges will be Rs.100/- per two-wheeler per annum and Rs.300/- per four-wheeler/LCV per annum.

(iv) There shall not be any license fee free fit-out period.

(v) That the Parking Contractor shall make payment of license fee and other charges by RTGS to the **State Bank of India, A/C No. 31164006696, IFS Code: SBIN0004196,** on or before the due dates mentioned in the License Agreement. The licensee, in addition to the license fee payable which includes GST, shall also be liable to pay other applicable statutory levies.

(vi) That in the event of failure to pay the quarterly license fee and other charges by due dates, interest as per one-year SBI MCLR rate per annum shall be payable on all delayed payments without prejudice to BMRCL's other rights and remedies under the contract.

(vii) **The Licensee has to run the parking lot for complete 12 months from the date of signing the License Agreement failing which the Security Deposit shall be forfeited, and action shall be taken as per Tender terms.**

(viii) In the event of termination of parking contract at the request of licensee within the period of 12 months from the date of contract, then the security deposit shall

be forfeited and the licensee at whose instance the contract is terminated shall not be entitled to participate in future BMRCL parking tenders for a period of Three years from the date of termination of the above contract.

(ix) If the licensee abandons the parking lot, BMRCL shall blacklist the licensee for a maximum period of five years in addition to forfeiting the Bank Guarantee/e-Bank Guarantee.

(x) If there is any variation in the rates of GST during the License Period, same will be considered while making the payments and shall be borne by the Licensee.

2. PERFORMANCE SECURITY:

(i) The Parking Contractor shall furnish an unconditional and irrevocable Bank Guarantee/e-BG in favor of BMRCL for an amount equal to 6 (Six) months License fee for due performance of the terms and conditions of the contract/License Agreement by the Parking Contractor. Such Bank Guarantee/ e-Bank Guarantee shall be obtained from an Indian Scheduled Bank (excluding Cooperative Banks) or from a scheduled Foreign Bank as defined in Section 2(e) of RBI Act, 1934. Such Bank Guarantee/ e-Bank Guarantee shall be payable at Bengaluru Branch. The performance guarantee shall be valid throughout the License period **plus 6 months thereafter** and shall be returned to the licensee within 30 working days after the License period, after deductions, if any, for any damages to the property of BMRCL or any amounts due and payable to BMRCL, for the License period.

(ii) In the event of the Parking Contractor committing any breach of the terms and conditions of the contract, BMRCL may, without prejudice to other rights and remedies, will be entitled to forfeit the Bank Guarantee/ e-Bank Guarantee of Performance Security or any part thereof. In such an event, he/they shall pay in the same manner as stated above such additional sum immediately as he/they may be called upon by BMRCL to pay, so that the Performance Security shall at all times during the continuance of these presents, be for the same amount.

(iii) The Performance Security shall be returned without interest at the end of the contract period or on termination of the agreement after adjusting for all dues recoverable from the Parking Contractor including but not limited to the cost of repair of any damage to any part of the licensed premises. This will be without prejudice to the rights of the BMRCL to recover in any other manner from the Parking Contractor, any claims for damages or other dues as provided in this agreement.

3. USE OF PREMISES:

(i) That, the Parking Contractor shall occupy and use the premises for the purpose of Parking of vehicles of commuters and staff/officers of BMRCL at the respective parking lots.

(ii) The Licensor may permit the Licensee to temporarily place a portable cabin/shelter for operational use of the parking site after approval by the BMRCL. The same will be removed immediately on termination of contract or completion of the contract period.

(iii) The tenderer/licensee shall not object to any construction in or around the site that is considered essential by BMRCL.

(iv) On award of the contract, the Parking Contractor should demarcate the area, install ticket counter to issue computerized parking ticket indicating vehicle number, time, date and amount, etc., for smooth functioning at his/their cost. The Parking Contractor may use technology to provide the parking lot through online booking services or other technological modes for commuter's convenience

(v) It shall be obligatory on the part of the Parking Contractor to issue computerized parking tickets which shall automatically print the time of entry of vehicle and the exit time. The Parking Contractor shall charge only at the rates approved by BMRCL.

(vi) The Parking Contractor shall not charge any additional charges for operating this online facility other than the parking charges approved by BMRCL. Parking Contractor shall exhibit the approved charges at a conspicuous place inside the licensed premises.

(vii) That the Parking Contractor would ensure that the licensed premises are operational for all the 7 (seven) days in a week and that adequate and suitable manpower is available from 05:00 AM to 12:30 AM on all days. BMRCL may alter this timing depending on the opening and closing hours of the Metro Train Services.

(viii) That the Parking Contractor shall not be entitled to allow any other person to occupy the premises or to use any part thereof without the written permission of the BMRCL.

(ix) The Parking Contractor shall ensure that the manpower deployed are well trained on First Aid and other Fire rescue, etc., for safety.

(x) The parking contractor shall provide parking facility for vehicle of differently abled closest to the station and shall designate 2 (Two) spaces exclusively for differently abled persons vehicles.

(xi) The parking contractor shall not entertain overnight parking, i.e. after the closing hours of Metro Rail Service. This is a safety and security requirement.

(xii) The Parking Contractor shall make provision for at least 10 bicycle parking at bicycle stand and ensure its safety. If the demand for bicycle parking increases, then the parking contractor shall make arrangements according to the demand.

4. COMPLIANCE:

(i) That the Parking Contractor shall abide by all rules & regulations, bye-laws and guidelines that BMRCL may, from time to time, make or adopt or amend for the care, protection and administration of the Metro Stations; the general welfare and comfort of its commuters and employees.

(ii) The Parking Contractor and its employees and agents shall be bound to comply with any instructions issued by the BMRCL from time to time.

(iii) That the Parking Contractor shall equip himself with all necessary permits, License and such other permissions as may be required under the law in force at any time with regard to the operation of the Parking Lot. If for want of any license or permissions by any authorities, the contractor is not able to operate the parking lot, BMRCL will not offer any rebate or waiver in the license fee payable by the Contractor, to it.

(iv) The Parking Contractor shall, during the continuance of the contract/license insure at its cost, against any claim for workmen's compensation or otherwise of all persons employed by him/them or any security personnel secured in connection with his/their business being carried on as aforesaid and shall produce for inspection on demand by BMRCL all policies in respect thereof and the receipts from time to time for current premium paid. The Contractor shall also obtain at their cost a suitable **Insurance Policy** from the Insurance Company to protect against any kind of claims including claims on account of loss or damage to the vehicles parked in the Parking lot for an amount of upto **Rs. 2,00,000/- (Rupees Two Lakhs only)**. The Parking Contractor shall also provide all such assistance as may be sought by BMRCL in respect of any insurance claims that may be preferred by BMRCL in respect of its Insurers, arising out of or on account of the Parking lot licensed to the Contractor,

(v) The Parking Contractor shall be responsible to comply with the provisions of the Motor Vehicles Act, 1988 and any other law or rule for the time being in force relating to custody and parking of vehicles.

(vi) The premises of the parking lot will be made available to the contractor from the date of allotment letter and it will be obligatory on the part of contractor to take over the premises, immediately on completion of signing the license agreement, which shall be the effective date. No dispute in any circumstances about the effective date of allotment of parking lot to the contractor would be entertained.

5. OPERATIONS:

The Parking Contractor should ensure –

(i) Adequate signage in the Parking Lot at both entrance and exit compulsorily and at other locations as deemed fit.

(ii) Shall provide designated parking slots with appropriate logo for the differently abled persons vehicles closest to the station entry and shall maintain one wheel chair for the use of the differently abled at all times. As a matter of sensitization, parking shall be free for the differently abled users.

(iii) The parking fare chart should be visible both while entering and leaving the parking lot. It should be ensured that these boards are placed in well illuminated locations for being seen easily.

(iv) The parking tickets should be printed in a manner that what is printed on the same can be read easily without straining the eyes.

(v) The information related to the scheduled rates should be in the middle of the tickets and not at the sides or corners to avoid it getting mutilated.

(vi) The Parking Contractor will set up at his/their own expense computerized ticketing facility/kiosk for efficient issue of parking tickets.

(vii) The Parking Lot shall remain open from 05:00 AM to 12:30 AM on all days of the week. This timing may change to suit the opening and closing hours of the Metro Train services. The licensee shall recover the charges for safe custody of vehicles in the Parking Lot. In case the Parking Contractor is found charging higher than prescribed or is reported misbehaving with the commuters or the employees of BMRCL, the contract shall be terminated, and security deposit will stand forfeited.

(viii) Staff vehicles belonging to BMRCL officials coming for inspection and belonging to members of official bodies connected with BMRCL will be exempted from the levy of parking fees.

(ix) The Parking Contractor will print computerized tickets containing therein the ticket number; vehicle number, the charges levied as parking fee, Time, Date and handed over to the owner of the vehicle at the time of entry. At the exit gate the actual charges for the duration of the parking shall be collected after issuing the exit tickets.

(x) The Parking Contractor will keep the entire parking area clean and also ensure that the vehicles are parked properly in their respective lanes so as to facilitate smooth entry and exit of vehicles.

(xi) The Parking Contractor shall display a board indicating the "BMRCL has licensed the premises for parking of the vehicles. Vehicle Owners are advised that their transaction is with the Parking Contractor and not with BMRCL and that **BMRCL shall not be responsible for the loss, theft or damage to the vehicles parked at the parking lot**. Any dispute in this regard will be with the licensed Parking Contractor and not with BMRCL". The Parking Contractor's Name, phone number, Metro station contact number, GST Number and license term should be displayed. No other board of whatever nature shall be put up by the Parking Contractor without obtaining prior written approval of BMRCL.

(xii) The Parking Contractor shall be directly responsible for all claims, which may be preferred by an owner of a vehicle against the Parking Contractor on account of any loss or damage to his vehicle. In the event of the Parking Contractor failing to make payment of the full value of any loss or damage to vehicle while the vehicle remained in his custody such failure shall be treated as breach of the terms and conditions of agreement and will render the contract liable for termination and forfeiture of the Performance Security Guarantee.

6. CONTROL AND SUPERVISION:

(i) That the overall control and superintendence of the said licensed premises shall remain vested with the Deputy General Manager (C), BMRCL or his nominee, who shall at all times have the absolute right of entry into the said premises and

be entitled to inspect the said licensed premises about its bona-fide user, about its state of repairs and compliance with the terms and conditions of this Agreement.

(ii) The Parking Contractor shall maintain a complaint book at a prominent place in the premises and in such a way that it is easily accessible to any person who wishes to record any complaint and the said book shall be open for inspection by any officer of BMRCL. Any complaints addressed to the Parking Contractor directly or through BMRCL, the Parking Contractor shall attend to the complaint suitably and shall within 3 days send a compliance report to the Deputy General Manager (C), BMRCL.

7. ADDITION AND ALTERATIONS:

(i) That the Parking Contractor shall not be entitled to make any addition or alteration to the licensed premises but shall be entitled to place temporary furniture which it shall remove at its own cost at the expiry of the contract period herein before mentioned or its earlier revocation/termination and shall repair all damages, if any, caused to the BMRCL property by it or its employees or security personnel.

(ii) The design, color-scheme, layout and quality of these partitions and other removable furniture shall be as approved by the Deputy General Manager (C), BMRCL or his nominated representative.

8. MAINTENANCE:

(i) That the Parking Contractor will keep and maintain the premises in and around the licensed premises in a clean and hygienic manner. The fixtures shall be kept in good condition and the parking contractor shall undertake repairs, if any, during the currency of this contract. The Parking Contractor shall not damage the wall, floor or other structure of the building nor cause any kind of hindrance or obstruction in the user thereof in any manner whatsoever.

(ii) If the parking premises is not maintained in reasonably clean condition by the Parking Contractor, BMRCL reserves the right to get the premises cleaned at the risk & cost of the Parking Contractor and recover liquidated damages at the rate of Rs.500/- per day for each default upto 7 days and thereafter Rs.1,000/- per day and can take other actions including termination of the license. The decision of BMRCL in this respect shall be final and binding on the Parking Contractor.

(iii) In the event of any damage being caused to properties of BMRCL, intentionally or otherwise, by the Parking Contractor, or his/their employees or the vehicles owners, BMRCL shall be entitled to repair the damage or make the requisite replacement and call upon the Parking Contractor to reimburse cost thereof which the Parking Contractor undertakes to pay forthwith on demand.

9. EMPLOYEES:

(i) The Parking Contractor must appoint reliable, efficient and honest staff in adequate number and only those persons who are able to control the traffic. **Their character must be got verified by the parking contractors from respective jurisdictional Police Station**, at their own cost, and furnished to the Deputy General Manager (C) before their services are engaged. They should wear clean

uniform while on duty at the Parking Lot with their name clearly mentioned on their shirt. Uniforms and ID cards must be provided to such employees by the Parking Contractor at his/their own cost.

(ii) The Parking Contractor should ensure that their employees, officers and staff engaged by it shall observe highest standards of courtesy, manners and professionalism while dealing with the visitors and customers.

(iii) The Parking Contractor hereby agrees to immediately remove any employee from the licensed premises if such employee or deployed security personnel misbehaves or causes nuisance or is considered to be undesirable by BMRCL or its representative.

(iv) The details of staff deployed in the Parking lot shall be furnished to the Deputy General Manager (C), BMRCL. Further, any replacement of the staff shall also be intimated, immediately.

10. COMPENSATION OR CONCESSION:

(i) In the event of the Parking Contractor being prohibited from providing services or facilities in the premises because of Government Laws/Rules/Regulations/ Orders, or closure of Metro Services, BMRCL shall not be liable for any loss suffered by the Parking Contractor and in such an event, the Parking Contractor shall be entitled for **pro-rata refund** of the License fee only.

(ii) BMRCL reserves the right to alter the location and measurement of the said parking lot land, if necessary, without assigning any reason. In such an event BMRCL may give an alternative location within the same premises or prorata reduce the license fee.

(iii) In the case of breach of the terms of this License or complaints lodged against the licensee or his employees in the opinion of the Deputy General Manager (C), is considered as amounting to minor offence/s, this License Agreement need not be terminated and BMRCL may at its discretion recover a penalty from the Parking Contractor up to the limit of the security deposit of the Licensee. The decision of BMRCL in this respect will be final and binding on the Parking Contractor.

11. DURATION, TERMINATION AND RENEWAL:

(i) The Licensee will vacate the site/premises of BMRCL peacefully after the expiry of License or upon its termination.

(ii) The Parking Contractor shall not terminate the License before the completion of 12 months license term. Otherwise, the performance guarantee and the License fee paid stands forfeited. However, the License can be terminated by BMRCL by giving 30 (Thirty) days' notice in writing without assigning any reason thereof.

(iii) Notwithstanding anything elsewhere contained herein, it is hereby expressly agreed by and between the parties that the BMRCL will be entitled automatically to terminate this Agreement on the occurrence of any of the following events: -

- The Parking Contractor is in breach of its responsibilities and obligations under this Agreement and has not rectified them even after having been given 15 days' written notice by the BMRCL or

- Material Breach by the Licensee in fulfilling any of its obligations, including repair and maintenance of Location; or,

- Irregularities committed as detailed in Annexure VII of the RFP

- Failure by the Licensee to commence commercial operations within the period mentioned in the License Agreement.

- The Licensee has been declared insolvent; or
- If the Parking Contractor enters into a composition with its creditors pursuant to liquidation proceedings, or in the event that the Parking Contractor enters into an arrangement with its creditors for repayment of debt; or

- If the Parking Contractor suffers a change of control whereby a third party either directly or indirectly, jointly or on its own, comes in control of 51% or more of the Parking Contractors' equity or management control.

- If it is determined by BMRCL that the Licensee has abandoned the Licensed premises; or

- Does not provide satisfactory service as intended by BMRCL and the purpose for which the License is awarded

- A resolution has been passed for voluntary winding up of the Licensee (in case of a Company); or,

- The Licensee has unlawfully repudiated the License Agreement or has otherwise expressed an intention not to be bound by the License Agreement.

(iv) In the event of termination of License as provided hereinabove, BMRCL shall always be entitled to and shall have power, at its absolute discretion, to re-occupy forthwith the said premises without notice and without subjecting itself to any liability on that account and notwithstanding any intermediate negotiations or waiver of breach thereof.

(v) On expiry of the License period or on termination of the License by BMRCL on account of any breach on the part of the Parking Contractor, the Parking Contractor shall deliver the possession of the premises in good condition and in peaceful manner along with furniture, fittings, equipment and installations, if any, provided by BMRCL. Further, Parking Contractor shall remove his/their goods and other materials from the premises immediately, failing which BMRCL reserves its right to remove such goods/materials at the cost & risk of the Parking Contractor and demand payment for such removal. If such payment is not made

within 10 days, BMRCL shall be at liberty to dispose off the goods/materials of the Licensee by public auction to recover the cost. The Parking Contractor shall not be entitled to raise any objection in such an eventuality.

(vi) In the event of any default, failure, negligence or breach, in the opinion of BMRCL on the part of the Parking Contractor in complying with all or any of the conditions of the License Agreement, BMRCL will be entitled and be at liberty to terminate the License forthwith and resume possession of the premises without payment of any compensation or damages and also forfeit in full or in part the amount deposited by the Parking Contractor for due performance of this Agreement.

(vii) In the event of termination of parking license for breach of terms and conditions by licensee, the licensee is required to operate the parking lot for a period of 90 days from the date of termination or till such time a new licensee takes over, whichever is earlier. In that event the licensee at breach shall not be entitled to participate in future parking tenders of BMRCL for a period of Three years.

- Further in the event the licensee who is at breach fails to operate the parking lot for the above notice period of 90 days from the date of termination of license or before a new licensee takes over, whichever is earlier, the licensee at breach shall be liable for being black listed for such period which may extend up to 5 years as may be ordered by the Competent Authority.

12. INDEMNITY:

(i) That the Parking Contractor hereby agrees to indemnify the BMRCL and hold BMRCL harmless against all claims, demands, damages, actions, costs and charges to which the BMRCL may become subject to or which it may have to pay or be held liable there for, by reason of any injury to persons, reputation or property suffered or sustained by any third party or an agent or employee of the BMRCL or arising out of any activity or negligence or omission of the Parking Contractor or its agents or employees with respect to the licensed premises or other premises of the BMRCL.

(ii) The Parking Contractor undertakes to indemnify the BMRCL against any loss, claim, costs, damages to, or diminution of, its business and goodwill, or any third party claims or proceedings brought against the BMRCL as a result, direct or indirect, of any prejudicial business practices of the Parking Contractor or any misrepresentation of its relationship with the BMRCL. This indemnity shall be without prejudice to any other rights and remedies, which the BMRCL may have under the law.

13. REGISTRATIONS AND PERMISSIONS:

The Parking Contractor shall obtain necessary registrations with appropriate Authorities-Local authorities or other authorities and shall obtain all permissions and licenses, as may be required under the applicable laws and shall be solely liable for all violations and contraventions respecting its business and the BMRCL shall in no way be responsible for the non-compliance of any of the laws respecting the business of the Parking Contractor.

14. RATES AND TAXES:

The Parking Contractor shall pay all rates, taxes and assessments whatever is payable or hereafter become payable to the Government or Municipality in respect of the said Parking Lot.

15. CONTRACT LABOUR (REGULATION & ABOLITION) ACT, 1970:

(i) The Parking Contractor shall comply with the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the Parking Contract Labour (Regulation and Abolition) Central Rules, 1971, as modified from time to time, wherever applicable and shall also indemnify the BMRCL against any claims arising under the aforesaid Act and the Rules.

(ii) The Parking Contractor shall obtain a valid License under the aforesaid Act as modified from time to time before the commencement of the License and continue to have a valid License until the completion of the License period under this Agreement. Any failure to fulfill this requirement shall attract the penal provisions for the License, arising out of the resultant non-execution of the license.

(iii) The Parking Contractor shall pay to the labour employed by him/them directly, the wages as per provisions of the aforesaid Act and the Rules wherever applicable.

(iv) In respect of all labour directly or indirectly employed for performance of the obligations of the Parking Contractor under the license, the Parking Contractor shall comply with or cause to be complied with, the provisions of the aforesaid Act and the Rules wherever applicable.

16. WAGES TO LABOUR:

The Parking Contractor shall comply with the provisions of the Minimum Wages Act, 1948 and the Rules made there under in respect of any employees employed or engaged by him for carrying out the duties and obligations under the License.

17. LIMITATION OF LIABILITY:

(i) The BMRCL shall in no way be liable for any losses or claims arising out of untoward incidents like theft, accidents, fire, riots, floods, natural calamities, etc.

(ii) In case the Parking Contractor suffers any loss on account of it being unable to carry on its business or restrained by the BMRCL for contravention of any of the terms and conditions, subject to which this License is granted, the Parking Contractor shall have no claim against BMRCL.

18. PARTIES TO THE AGREEMENT AND THIRD PARTIES:

This agreement is between BMRCL and the Parking Contractor, and any third party shall have no right or benefit under this agreement.

19. CLARIFICATIONS, DISPUTES AND SETTLEMENT:

(i) That in case of any dispute arising between the BMRCL and the Parking Contractor, in respect of the interpretation, conduct or performance of any terms or conditions of these presents, the same shall be referred to the conciliator who

will be appointed by the mutual consent of the parties for the purpose, under the provisions of Arbitration & Conciliation Act, 1996, as amended from time to time.

(ii) In the event of failure of conciliation, either party will be at liberty to approach the Commercial Court of Bengaluru.

(iii) In the event of settlement of the dispute through conciliation, a settlement agreement shall be executed between the parties.

(iv) Interest, if any awarded, shall be applicable from the date of making of the settlement agreement.

20. JURISDICTION:

In case of any dispute where legal action is compelled to be initiated by any of the parties, jurisdiction of the Courts shall be that of Bengaluru city.

21. FORCE MAJEURE:

(i) Neither party shall be deemed to be in breach of this agreement if failure to comply with the requirements of this agreement is due to circumstances beyond the control of the BMRCL or the Parking Contractor as the case may be.

(ii) Force Majeure: No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make previously owed payments to the other Party hereunder) when and to the extent such failure or delay is caused by or results from acts beyond the impacted Party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events that frustrates the purpose of this Agreement: (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) epidemic, pandemic or similar influenza or bacterial infection that may cause global outbreak or serious illness; (i) other similar events beyond the reasonable control of the Impacted Party, provided, notice of the happening of any such event is given by either party to the other within 30 days from the date of occurrence thereof. FURTHER, that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 120 days, either party may at its option terminate the contract by giving notice to the other party.

(iii) If because of any strike or lockout either in the BMRCL or in the Local area, the Parking Contractor is unable to function or his business is affected, BMRCL shall not be liable for any loss, which the Parking Contractor may suffer in such an event. However, rebate in the License fee due to natural calamities may be granted on pro-rata basis.

22. WAIVER:

(i) There shall be no waiver of any term, provision or condition of this Agreement unless such waiver is evidenced in writing and signed by the Party waiving it.

(ii) No omission or delay on the part of any party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or of any other right, power or privilege. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law.

23. NOTICES:

Any notice which is required to be given under this Agreement will be in writing and will be sent to the address of the recipient set out above or such other address as the recipient may intimate through notice. Notices may be delivered by pre-paid post, receipted email or facsimile transmission and will be deemed to have been served, if sent by post, three business days after posting and, if by facsimile transmission or email, when dispatched or, if such day of delivery is not a business day, on the next following business day.

24. TRANSFERABILITY, ASSIGNMENT AND SUB-CONTRACTING:

(i) The Parking Contractor does not have the right to transfer the benefit of this Agreement or to delegate any obligations to a third party without the prior written consent of BMRCL.

(ii) The Parking Contractor shall not, unless with the written consent of BMRCL, create a sub-contract of any description with regard to this License or any part thereof, nor shall without such written consent as aforesaid, assign or transfer his License or any part thereof.

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Section – 7

SAFETY, HEALTH AND FIRE PREVENTION

1. STANDARD SAFETY CLAUSES:

(i) Battery operated emergency lights shall be provided at strategic location in the parking lots.

(ii) Wheel Chair for the differently abled.

(iii) Storing of combustible liquid/gaseous fuel of any type is strictly prohibited.

2. STANDARD HEALTH CLAUSES:

(i) The Licensed premises, structures and installations thereon shall be kept clean by the Parking Contractor to the satisfaction of BMRCL or of any Officer nominated by it in this behalf.

(ii) The Officer authorized by BMRCL may, without notice, enter the premises at any time and inspect the premises, materials, instruments and implements etc. used by the Parking Contractor.

(iii) All instructions given by the Officer authorized by the BMRCL, in the maintenance of public health of the building and vicinity thereof including sanitation control and prevention of infectious diseases, control and prevention of nuisance from insects, rodents or any other source, shall be carried out by the Parking Contractor and his agents and employees.

(iv) The Parking Contractor shall notify to the Officer nominated by BMRCL if any person working under him is suffering or suspected to be suffering or convalescing from any infectious disease. The Officer nominated by BMRCL may order medical inspection of the sick person or any person who is suspected to have been in contact with the person by such agency as he may direct and take any precautionary and preventive measures considered necessary.

(v) The Parking Contractor, his/their agent and employees shall not destroy or render useless any work executed with the object of preventing the breeding or entry of mosquitoes or maintenance of sanitation.

(vi) The Parking Contractor, his/their agent's and employees shall not misuse the water sources and drainage facilities provided in the building so as to create a nuisance or insanitary situation prejudicial to public health.

3. In the event of any default, failure, negligence or breach in the opinion of the BMRCL on the part of the Parking Contractor in complying with either of these conditions specified in foregoing sub-clauses (i) to (vi), the BMRCL will be entitled and shall be at liberty to terminate the License forthwith and take over the premises without payment of any compensation or damages and forfeit in full or in part the amount deposited by the Parking Contractor for the due performance of the License.

4. FIRE PREVENTION CLAUSES:

(i) The Parking Contractor shall install, at his own cost 2 number of 9 liters' capacity water type extinguishers and two 4.5 kgs CO_2 Fire Extinguishers, in the premises covered under the license agreement.

(ii) The Parking Contractor hereby covenants not to keep or cause any obstruction in the exit and escape routes in the premises under license.

(iii) The Parking Contractor undertakes to provide adequate number of 'waste bins' with proper lids, in the appropriate places of the premises under this license.

(iv) The Parking Contractor hereby undertakes not to obstruct the location of fire points, fire extinguishers, fire hydrants, detectors and other operating points of any fire protection system.

(v) The Parking Contractor shall not exceed the loading limits of power source as specified, if any, by the BMRCL and shall not do any loose or temporary connections in the building.

(vi) The Parking Contractor undertakes to educate the people to be deployed in respect of this License to be more conversant with emergencies, evacuation procedure and handling of portable firefighting equipment.

(vii) The Parking Contractor shall submit the premises for inspection of fire prevention measures every year and the recommendations made by inspecting officer shall be complied with by the Parking Contractor.

(viii) Parking Contractor should get their electrical circuit tested before the commencement of the service and submit the test report to the Deputy General Manager (Operations), BMRCL. If any defect is noted, it should be rectified then and there and the compliance report should also be furnished.

(ix) Appropriate housekeeping measures should be undertaken at all times to keep the premises and in and around the premises licensed neat, clean and free from any garbage and disposable materials.

(x) The Parking Contractor will have to abide by all security norms laid down from time to time.

(xi) The Parking Contractor shall keep a close/strict vigil on the bona-fide vehicles being parked and its owner as safeguard against any terrorist design/activity. He shall inform the Deputy General Manager (Connectivity), Station Controller and the jurisdictional police station for any suspicious looking person, object and /or vehicle immediately and promptly.

(xii) In the event of theft, loss or damage etc. to the vehicles kept in the custody of the Parking Contractor; the Parking Contractor shall compensate the owner of the vehicle to the extent of the loss that may be mutually agreed upon between owner and the Parking Contractor.

(xiii) If licensed parking areas are required to be closed to ensure the security of the parking areas, during Bandh, riots, strikes and national festivals like Holi, Independence Day, Republic Day, etc. the parking areas are to be closed as per the requirement. Claim to reduce the License fee for this will not be entertained.

(xiv) Deputy General Manager, (C) BMRCL or his nominee shall have free access to the parking sites for the purpose of inspection. The inspection can be carried out ex-parte if the licensee fails to turn up on request. They will also have powers to impose a penalty as prescribed in Annexure VII or seek compensation for infraction of any of the terms and conditions of the contract, whose decision shall be final in this regard. If the irregularities are continuously committed, the Competent Authority may revoke the License granted and forfeit the performance guarantee furnished.

(xv) The tenderer/ successful licensee may note that the parking area is essentially meant for the convenience of genuine Metro users. The licensee/ Parking Contractor will therefore take all measures to ensure access to parking space primarily to Metro users. In the event of shortage of parking space, the bona-fide Metro user will have overriding priority over any other user. BMRCL will, from time to time, impose regulatory or control measures to ensure availability of parking space to bona-fide Metro users, and the Parking Contractor will implement such procedures, rules and regulations. No claim or compensation on this account will be entertained or considered by BMRCL. In case it is established that the licensee is not providing space to the bona-fide Metro users he / they may be imposed a penalty.

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Section - 8
DRAFT LICENSE AGREEMENT

Subject: License for Operating Parking at **Nagasandra** Metro Station

Ref: Tender No. BMRCL/DGM(C)/PD/Parking Tender– NGSA(Main)/No.54/2026-27 - Dated: --/--/2026

THIS AGREEMENT made this _____day of _____ two thousand and twenty six between Bangalore Metro Rail Corporation Limited, a public limited jointly promoted by Government of India and Government of Karnataka and having its corporate office at 3rd Floor BMTC Complex, KH Road, Shanthinagar, Bengaluru – 560 027 and represented by its, **Deputy General Manager (C)** (hereinafter referred to as **"BMRCL"** or **"Licensor"** which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest and permitted assigns), of the one part
AND _____ having its principal place of business at represented herein by _____of the other part, hereinafter called the 'Licensee', (which expression shall include its successors-in-interest, permitted assigns or legal heirs).

WHEREAS:

The BMRCL being entitled in 'Law' to grant License for operating parking lot at Metro Stations, has for this purpose, floated a **Tender No. BMRCL/DGM(C)/PD/Parking Tender–NGSA(Main)/No.54/2026-27 dated 16/05/2026** so as to provide parking facilities to the commuters and staff of BMRCL at Nagasandra Metro Station and has offered space in its possession, more fully described in the "schedule of premises" (Schedule- I) hereunder and in the plan annexed to this agreement, hereinafter referred to as the said premises.
The Licensee is desirous of operating the parking lot at Namma Metro Station (the said premises) on the terms & conditions specified in this License Agreement and other documents mentioned herein under:

- The Bid Document with all its Annexure and Appendices
- Clarifications to the Bid Document
- Addendum/Corrigendum to the Bid Document
- Licensee's Bid Submissions, along with accompanying Annexure
- Letter of Acceptance and its unconditional acceptance thereof.

The, BMRCL is agreeable to grant the License to the Licensee herein. Both BMRCL and Licensee together are referred to in this Agreement as "Parties" and individually as "Party"

NOW, THEREFORE, this indenture witnesseth:

1. That the License granted herein under shall be valid for a period of **01 (One)** year from ----------to ---------- unless terminated earlier on account of following:

   (a) The Licensee has to run the parking lot for complete 12 months from the date of signing the License Agreement, failing to do so and consequently the Security Deposit becoming liable to be forfeited and action taken as per Tender terms.

   (b) Terminated by BMRCL on a short notice on account of un-satisfactory performance for reasons more fully described in the General terms and conditions specified in the RFP.

2. The Parties agree that in consideration of the grant of the License by the licensor, the Licensee shall pay the Licensor, the following payments as per the following schedule:

Payment	Payment Date
Performance Guarantee	Prior to signing License Agreement
First year first quarter payment	**On the date of signing the License Agreement**
First year Second quarter payment	**[Mention date]**

All payments are subject to Clause No. 2 (a) and 2 (b) below.

(a) All taxes, cess, fees, as may be payable shall be paid by the Licensee. The Licensee shall deduct income tax at source as applicable, if any, in accordance with Applicable Laws and remit the same to Income Tax Department's account.

(b) Any delay in payment of the License Fee and other levies including electricity charges, service charges etc., shall attract interest at one year SBI MCLR on the outstanding amount, which shall be due from the due date of such payment till the amount is actually realised by the Licensor. In addition to the foregoing, any delay in payment of License Fee beyond a period of 30 (Thirty) days from the due date of such payments will be construed to be a Material Breach under this License Agreement.

(c) Apart from the License Fee and GST (@18%), the Licensee shall also bear annual applicable Service Charges payable to GBA for use of the Licensed space.

(d) If there is any variation in the rates of GST during the License Period, same will be considered while making the payments and shall be borne by the Licensee.

(e) There will be an escalation of 5% of license fee for the extended period beyond the contract term.

(f) The due date for utility charges shall be 10th of the following month.

3. In addition to the above said License Fee, the Licensee shall make the payments for the electricity and water consumption directly to the respective agencies based on consumption charges levied by the said agencies.

4. The Licensee shall pay all outgoings and other taxes as leviable on Licensee.

5. The Licensee shall pay the License Fee along with applicable service tax on the dates mentioned in the table above (clause 2) to BMRCL by RTGS/NEFT transfer to BMRCL's account of **State Bank of India, A/C No 31164006696 and its IFS Code is SBIN0004196** on or before the due date.

6. That the licensee has furnished an unconditional and irrevocable Performance Security in the form of e-Bank Guarantee/ Bank Guarantee No. _____ dated _____ in favor of Bangalore Metro Rail Corporation Limited for an amount of Rs. ____ which is equal to 6 months License fee for the due performance of the terms and conditions of the contract/License Agreement by the Licensee.

7. In the event of the Licensee committing any breach of the terms & conditions of the License Agreement, BMRCL without prejudice to other rights and remedies, shall be entitled to forfeit the Performance Security or any part thereof. In such an event, the licensee shall pay in the same manner as stated above, such additional sums immediately as he/they may be called upon by BMRCL to pay, so that the Performance Security shall at all times during the continuation of this License Agreement, be for the same amount. On the expiration or earlier determination of the License, BMRCL shall return the Performance Security or part thereof which has not been forfeited as aforesaid, to the licensee, without interest or other charges.

8. That the Licensee shall equip himself/themselves with all necessary permits, licenses and such other permissions as may be required under the law in force at any time with regard to the operation of the subject license.

9. That the Licensee shall have no objection for BMRCL granting any other License for similar facility at the Station premises or adjacent to the space where the Licensee is rendering such services.

10. BMRCL shall provide bare space on "as is where is" condition for the subject services but the other facilities like marking specific areas for the different classes of vehicles, installing lights, etc., shall be done by the Licensee at his/its own cost.

11. That the parking licensee shall keep the parking lot under **E-surveillance** and the vehicles thoroughly checked before entering the parking premises and minimum 30 days CCTV recordings shall be stored and made available on demand to BMRCL.

12. At all the times during the currency of this License Agreement, it shall be the responsibility of the licensee to obtain adequate fire, theft and burglary insurance coverage in respect of all its movable and immovable assets in the licensed premises and BMRCL shall not be responsible for any loss or damage caused to the licensee on any accounts whatsoever. Licensee shall furnish to BMRCL the copies of the above Insurance Policies including copies of the premium paid receipts for current period, for verification.

13. The Licensee shall also take adequate insurance cover against damage/ theft claims of vehicle owners who have parked the vehicles at the parking lot. BMRCL shall not be responsible for any damage to the vehicles or theft, etc., of vehicles kept in the parking lot. Copies of such Insurance Policies along with current premium paid receipts shall be furnished to BMRCL by the Licensee.

14. The Licensee shall also during the continuation of the Contract/License, insure at its costs, against any claim for workmen's compensation or otherwise of all persons employed by him/them in connection with his/their business being carried on. The Licensee shall also obtain at his/its cost a suitable **Insurance Policy** from the Insurance Company to protect against any kind of third-party claims, at least for an amount of up to **Rs.2,00,000/- (Rupees Two Lakhs Only).** The Licensee shall at the request of BMRCL provide all such assistance as may be required by BMRCL, in respect of any insurance claims that

may be preferred by BMRCL on its Insurers, arising out of or on account of the Parking lot licensed to the Contractor.

15. BMRCL reserves the right to change the location of parking lot described in the schedule of premises at any time and may at its discretion issue a notice to the Licensee to shift the parking lot to an alternative space within such period as stated in the notice. In such a case, the Licensee shall be bound to shift the parking lot within such time mentioned and accept the said alternate premises. The entire expenditure on such shifting shall be borne by him / them, and the licensee shall not be entitled to claim any compensation or revision in the License fee due to such shifting. If the licensee fails to shift the parking lot to the alternative location within such time mentioned in the notice, BMRCL shall remove the parking equipment/gates etc. from the location and store it elsewhere. The cost of disconnection and storage will be charged to the licensee.

16. The Licensee shall use the premises as indicated in **Schedule-I** to this agreement for the bona-fide purpose as provided in the Agreement for the use of all commuters and bona fide visitors to the Metro Station and Officers and Staff of the Bangalore Metro Rail Corporation Limited, and for no other purpose.

17. The Licensee shall not erect or display any advertisement or signboards except as specified in the bid document.

18. In the event of any default, failure, negligence or breach, in the opinion of BMRCL on the part of the Licensee in complying with all or any of the conditions of the License Agreement, BMRCL shall be entitled and be at liberty to terminate the License forthwith and take over the space allotted for parking lot (Scheduled Premises) without payment of any compensation or damages and also forfeit in full or in part the amount deposited by the Licensee with BMRCL for securing due performance of the Agreement.
19. The licensee shall charge parking fee as per the details in **Schedule II** of this Agreement.
20. BMRCL and the licensee further agree that they are bound by the 'General Terms and conditions' of the Tender.

21. The details of staff deployed in the Parking lot shall be furnished to the Deputy General Manager (C), BMRCL. Further, any replacement of the staff shall also be intimated, immediately.
22. The licensee or his/their parking staff shall not take parked vehicle keys or move them inside the parking lot.

IN WITNESS WHEREOF, THE PARTIES HAVE SIGNED THIS AGEEMENT ON THE DAY AND DATE MENTIONED FIRST ABOVE THROUGH THEIR AUTHORISED REPRESENTATIVES IN THE PRESENCE OF WITNESSES.

( )	Signature of the Licensee
DGM (C),	(Name and Designation)
Bangalore Metro Rail Corporation Ltd	Signed for and on behalf of: __
In the presence of:	In the presence of:
Witnesses:	Witnesses:
1)	1)
2)	2)

Section - 9

SCHEDULE OF PREMISES AND SCHEDULE OF PARKING FEE

SCHEDULE - I

SCHEDULE OF PREMISES

Sl. No.	Location of parking lot	Area (Approximate in Square meters) provided for parking of vehicles	Annual License Fee (including GST @18%) (In Rs.)	Approximate Number of parking slots			Drawing Reference
				Two Wheelers	Four Wheelers	LCV	
1	**2**	**3**	**4**	**5**	**6**	**7**	**8**
1	Nagasandra Metro Station (Main)	3000	-----	130	112	Nil	Site Plan-1

SCHEDULE - II

SCHEDULE OF PARKING FEE

Parking Fare-Chart at Metro Stations			
Class of Vehicles	**Parking Fee**		
	For the first four hours or part thereof	**For every subsequent hour or part thereof**	**Parking charges for one day**
Motor Cycle/Two Wheeler	Rs 15	Rs 5	Rs 30
Car/Jeep	Rs 30	Rs 10	Rs 60
Bicycle	Free Parking		

Note: 1) Day means the starting to closing hours of the Metro Service each day.

2) Parking fee is inclusive of GST.

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Affix latest Passport size photograph [In case of an individual /Authorized Signatory(s)]

Section – 10
Annexure - I

(To be scanned and uploaded by the bidder in KPP portal)

TECHNICAL BID

Tender No. BMRCL/DGM(C)/PD/Parking Tender– NGSA(Main)/No.54/2026-27

1. Name of the Applicant : _____
2. Address of the Applicant : _____
   _____
   _____
3. Constitution/Nature of Entity : _____
4. Contact Person : _____
   Telephone no. : _____
   Mobile No. : _____
5. Fax No. : _____
6. Email Address : _____
7. GST No. : _____
8. Details of Parking Contracts : _____
9. History of non-performing contracts : _____
10. Pending Litigation : _____
11. Bank Account Details: -
    a) Name of the Bank : _____
    b) A/C Number in Full : _____
    c) IFS Code : _____
    d) Branch Name : _____

12. I/we have carefully read and understood the terms and conditions of the License as contained in RFP issued by the Bangalore Metro Rail Corporation Limited (herein after called BMRCL) including the following:

    a. Earnest Money Deposit is liable to be forfeited by BMRCL, if on award of license, I/we do not accept the award or do not fulfill any of the conditions stipulated in RFP, within the prescribed time.
    b. On account of non-acceptance of award or on account of non-completion of tender conditions within the prescribed time, I/we shall be debarred by BMRCL for further

participation in the tenders under the control of BMRCL, for a period of three (3) years.

c. In case the documents submitted by me/my/our firm along with tender are found to be inadequate/false/incorrect, my/our tender will be liable to be rejected without assigning any reasons. In addition, BMRCL reserves its right to forfeit my/our EMD and debar me/my/our firm from participation in the further tenders of BMRCL

d. BMRCL reserves the right to reject any conditional offer made by the successful bidder, without assigning any reason thereto.

e. BMRCL does not bind itself to accept the highest or any tender and reserves the right to accept the whole or any part of the tender and the applicant shall be bound to provide the service at the rate quoted.

Signature : _____

Date : _____ Authorized Signatory : _____

Place : _____ Name : _____

Office Seal : _____

Witness: -

(1)

(2)

Note: - Attach separate sheets wherever necessary.

Section – 10
Annexure - IB

(To be submitted in Non-Judicial Stamp Paper worth Rs. 100/-)
(To be scanned and uploaded by the bidder in KPP portal)

DECLARATION

It is certified that I/ we/ am _____ are bidding for the tender for issue of License for Parking Contractor at the Bangalore Metro Station vide **Notification/TenderNo.BMRCL/DGM(C)/PD/ParkingTender–NGSA(Main)/No.54/2026-27 dated 16/05/2026.** For participating in the said tender, I/we have furnished information herein and certify that the documents submitted are true and correct and nothing has been concealed or tampered with. We/I have not defaulted on any Bank / Institutions' loans in the past. We/I are/am have not defaulted in payment of statutory dues or liabilities and have not been blacklisted by any Government Authority.

I/We have gone through all the conditions of tender and am/are liable for any punitive action, as mentioned in the terms & conditions of the tender, for furnishing false information/ documents.

Signature : _____

Date : _____ Authorized Signatory : _____

Place : _____ Name : _____

Office Seal : _____

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Section – 10
Annexure – II
(To be scanned and uploaded by the bidder in KPP portal)

Certificate from Statutory Auditors/ Chartered Accountant

To,
The Managing Director,
Bangalore Metro Rail Corporation Limited,
3rd Floor, BMTC Complex,
Shantinagar, Bengaluru – 560 027.

Dear Sir,

We hereby submit our **"BID FOR SELECTION OF LICENSEE FOR OPERATING PARKING LOT AT NAGASANDRA METRO STATION OF Reach-3".**

Checklist of documents enclosed

Sl. No.	Documents/Information to be submitted			
	Nature of entity	Type of Submission	Compliance	Remarks
1	Individual/Proprietor	Self-declaration		
2	Registered Partnership	Partnership Deed		
3	Registered Company	Memorandum and Articles of Association		

Net Worth (as per Table-II, Clause 2 of General Information/Guidelines)	The minimum Net worth criteria of Bidder shall be **1.25 times of the Present Minimum Reserved Annual Price**

Certificate from Statutory Auditors/ Chartered Accountant

This is to certify that the documents of _____ (name of the bidder), and the details furnished at Serial Number at (1) & (2) above, towards eligibility criteria have been verified by us and certified to be correct.

The net worth of the bidder Shri/Smt./M/s. _____ as at the close of the preceding financial year is Rs, _____ (In words) _____ _____.

We certify that the said bidder, viz., _____ meets the minimum Net Worth criteria for participating in the Bid for Parking lot for which Bid has been submitted.

Name & Signature and seal of the Statutory Auditor/Chartered Accountant.

Place: Signature

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Annexure-III

FINANCIAL BID FORMAT

NOTE: This Financial Bid document is only indicative - Bidder has to fill in the e-portal itself – NOT TO BE SUBMITTED ALONG WITH OTHER HARD COPIES.

Tender No. **BMRCL/DGM(C)/PD/Parking Tender–NGSA(Main)/No.54/2026-27 Dated------**

To,

The Managing Director
Bangalore Metro Rail Corporation Limited
3rd Floor, BMTC Complex, Shantinagar,
Bengaluru – 560 027, Karnataka, India.

Sub: BID FOR SELECTION OF LICENSEE FOR OPERATING PARKING LOT AT NAGASANDRA METRO STATION OF Reach-3

Sir/Madam,

We hereby submit our Financial Bid offer for the below mentioned Metro Station (inclusive of all applicable taxes).

The quoted amount shall not be lower than the prescribed minimum amount. In the event that a bid is submitted for an amount lower than the specified minimum, such financial bid shall be liable for summary rejection without further consideration.

Item Details	Minimum Reserved License Fee per annum (inclusive of GST @18%) (Rs.)	Price Quoted by Bidder per annum (inclusive of all applicable taxes) (Rs.)
Location Code: NGSA (Main) Name of the Metro Station: Nagasandra License Period: One Year	**22,87,017/-**	**TO BE QUOTED BY THE BIDDER**

Certified that:

a) I/We hereby submit our Bid and offer a License Fee (including GST) for the above-mentioned service.

b) I/We shall comply with all tax laws with regard to payments to BMRCL.

We have reviewed all the terms and conditions of the RFP and the draft License Agreement and undertake to abide by all the terms and conditions contained therein. We hereby declare that there are and shall be no deviations from the stated terms in the RFP and the draft License Agreement.

Yours faithfully,

For and on behalf of

……..

……..
(Name and address details of the Bidder)

.....
(Signature of Authorized Signatory)

.....
(Name and designation of the Authorized Person)

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Annexure - IV

POWER OF ATTORNEY FOR SIGNING OF BID
(To be submitted in Non-Judicial Stamp Paper worth Rs. 100/-)
(To be scanned and uploaded by the bidder in KPP portal- if applicable)

Know all men by these presents, We, _____ [*Mention Name]* _____ *[Address of Registered Office of Bidder*] do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms. _____ (Name), son/daughter/wife of _____ [*Mention Name*] and presently residing at _____ _____ [*Mention Address*], who is presently employed with us and holding the position of _____ [*Mention Designation*], as our true and lawful attorney (hereinafter referred to as the "**Attorney**") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the award of a license to design, establish, operate and manage Parking lot/lots at _____ the Namma Metro Station/Stations ("**License**"), including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' and other conferences and providing information/responses to Bangalore Metro Rail Corporation Limited ("**BMRCL**"), representing us in all matters before BMRCL, signing and execution of all contracts including the License Agreement ("**License Agreement**") and undertakings consequent to acceptance of our Bid, and generally dealing with BMRCL in all matters in connection with or relating to or arising out of our bid for the License and/or upon award thereof to us and/or till the entering into of the License Agreement with BMRCL.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, _____ [*Mention Name of Bidder*], THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ [*Mention Date*] DAY OF _____ [*Mention Month*], _____ [*Mention Year*].

For _____ [*Mention Name of Bidder*]

(Signature, name, designation and address)

[Notarized]

Accepted

(Signature, name, designation and address of the Attorney)

Witnesses:

1. 2.

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Section – 10
Annexure - V

ACCEPTANCE OF BMRCL TENDER CONDITIONS

(To be scanned and uploaded by the bidder in KPP portal)

To
The Managing Director,
Bangalore Metro Rail Corporation Limited,
3rd Floor, BMTC Complex,
KH Road, Shanthinagar,
Bengaluru – 560 027.

Sir,

Sub: Tender for awarding License for operating Parking Lot at Nagasandra Metro Station.
Ref: Tender No. BMRCL/DGM(C)/PD/Parking Tender- NGSA (Main)/No.54/2026-27

1. The RFP for operating parking lot at Metro Rail Stations **Tender No. BMRCL/DGM(C)/PD/Parking Tender– NGSA (Main)/No.54/2026-27 dated 16/05/2026** for a period of 01(One) year, has been licensed to me/us by BMRCL and I/we hereby certify that I/We have inspected the site and read the documents pertaining to License Agreement and the General terms and conditions made available to me/us in the office of BMRCL, Bengaluru, which shall form part of the agreement and I/We shall abide by the clauses/conditions therein.

2. I/We hereby unconditionally accept the tender conditions of BMRCL RFP in its entirety for the above service.

3. It is noted that it is not permissible to put any remarks/conditions in the tender document. In case, this is found to be violated after opening of the tender I/We agree that the tender shall be rejected and BMRCL shall without prejudice to any other right or remedy be at liberty to forfeit the full earnest money absolutely.

4. That, I/We declare that I/We have not paid and will not pay any bribe to any officer of BMRCL for awarding this contract at any stage during its execution or at the time of payment of bills, and further if any Officer of BMRCL asks for bribe/gratification, I will immediately report it to the appropriate authority in BMRCL.

5. The required earnest money amounting to Rs. _____ has been paid to KPP portal for participating in the Bid process.

Yours faithfully,
(Signature of Tenderer with seal)

Place:
Date:

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Section – 10
Annexure - VI

BANK GUARANTEE FOR PERFORMANCE OF CONTRACT

FORM OF BANK GUARANTEE/e-Bank Guarantee FOR ……. [to be filled as per Note-I]
(Refer GCC clause …….)
(To be stamped in accordance with the Stamp Act of the Country of Issuing Bank)

To
Bangalore Metro Rail Corporation Limited (BMRCL)
3rd Floor, BMTC Complex,
K.H. Road, Shanthinagar
Bengaluru - 560027,
Karnataka, INDIA.

1. WHEREAS _____ [Name and Address of the Contractor] (hereinafter referred to as the "Contractor") has undertaken for due performance of the Contract, in pursuance of LoA/Contract No. _____for _____ [Description of the Contract work to be specified] (hereinafter referred to as "the Contract"). The Contract was awarded by Bangalore Metro Rail Corporation Limited (hereinafter referred to as the "Employer" or "BMRCL"), which expression shall unless repugnant to the context or the meaning thereof, include its successors, administrators, executors and assignees, to the Contractor.

2. AND WHEREAS it has been stipulated in the Contract that the Contractor shall furnish to the Employer with an unconditional and irrevocable Bank Guarantee/e-Bank Guarantee for _____2.1 (Performance Security / Mobilization Advance/ Plant & Machinery Advance/ Special Advance/ Retention Money/ Safe custody of materials) for the sum specified herein below as security for 2.2 (compliance of the obligations and performance of the Contractor/ such Advance Payment/Retention Money/ Employer's materials under Contractor's custody). In pursuance to this M/s _____The Contractor) has requested for issuance of the Bank Guarantee/e-BG for the sum specified herein below.

3. AND WHEREAS we _____ [Name and full address of the Bank including Email address] having registered office at _____ (hereinafter referred to as the "Bank"), which expression shall unless repugnant to the context or the meaning thereof, include its successors, administrators, executors, assignees, and the correspondent Bank hereby agrees to give the Employer on behalf of the Contractor such a Bank Guarantee/e-Bank Guarantee drawn and payable at Bengaluru branch.

4. NOW therefore, the Bank hereby affirm, that it is the guarantor and is responsible to the Employer and their successors, on behalf of the Contractor 'up to a total sum of _____ [the amount of Guarantee to be specified in figure and words in the respective currency/ies in which the contract price is payable]. Further, the Bank hereby unconditionally, irrevocably and without demur undertake to immediately pay, the

Employer upon the Employer's first written demand and without cavil, or arguments any sum or sums within the limits of the sum specified in this Bank Guarantee/e-Bank Guarantee as aforesaid without the Employer being required to prove or to show grounds or reasons for the demand, by depositing/crediting to the Current Account of the Employer, the sums specified herein.

5. This Bank Guarantee/e-Bank Guarantee is encashable at the Issuing Bank's designated Branch in Bengaluru, Karnataka, India as mentioned below:

Name of the Bank, Branch and contact details, Address, telephone no: & Fax No: E-mail Address Branch Manager/s name & Mobile No: Bank Zonal Office Address, Telephone No, Fax Number, E-mail Address:

_____

OR

This e- Bank Guarantee shall be encashable at the issuing branch of the Bank through NeSL portal.

6. The Bank hereby confirms that the Bank is on the SFMS (Structural Finance Messaging System) platform and shall invariably send an advice of the Bank Guarantee/e-Bank Guarantee to the designated Bank of the Employer (Bangalore Metro Rail Corporation Limited) as given below:

Sl. No.	Particulars	Details
i	Name of Beneficiary	Bangalore Metro Rail Corporation Limited
ii	Name of Bank	Bank of India
iii	Branch	Cantonment Branch, Bengaluru.
iv	Address of Branch	49, Jyothi Mahal, St. Mark's Road, Bengaluru - 560 001.
v	Account No.	840420110000760
vi	IFSC Code:	BKlD0008404

7. This Bank Guarantee/e-BG shall be encashed at the demand of the Employer on or before the due date.

8. The Employer shall have rights to encash this Bank Guarantee/e-Bank Guarantee at any time during the validity period and the 'Contractor' shall have no right or claim whatsoever in the matter of encashment of the Bank Guarantee/e-Bank Guarantee amount by the 'Employer'. The Bank will have their responsibility in terms of the guarantee and obligation, to make immediate payment to the 'Employer', without the consent of the 'Contractor' and without referring the matter to the 'Contractor'.

9. The Bank shall be liable to pay the 'Employer', any amount up to and inclusive of the aforementioned full amount upon written order from the 'Employer' to indemnify the 'Employer' for any liability or damage resulting from any defects and/or shortcomings of the 'Contractor' and/or the debts the 'Contractor' may have incurred with the 'Employer' and/or any parties involved in the Works under the Contract mentioned above, whether these defects and/or shortcomings and/or debts are actual and/or estimated and/or expected. The Bank will deliver the money required by the 'Employer' immediately on demand without delay without reference to the 'Contractor' and without the necessity of a previous notice or of judicial or

administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the 'Contractor'.

10. Courts at Bengaluru, Karnataka, India shall have exclusive jurisdiction for adjudicating the disputes arising out of the encashment of the Guarantee, and, the said Bank undertakes not to revoke this Guarantee during its currency, except with the previous consent of the 'Employer' in writing and agree that any change in the constitution of the Bank shall not discharge its liability hereunder.

11. This Bank Guarantee/e-Bank Guarantee will not be discharged due to the change in the constitution of the 'Contractor' or change in the constitution of the Bank.

12. This Deed of guarantee is signed and executed by Shri/Smt _____and Shri/Smt _____ who is/are authorized by the Bank for issuing the guarantee on its behalf and their ID No/s. and Email address/es being _____ & _____ and _____ & _____respectively.

13. The Bank's liability under this Guarantee shall not exceed the amount of _____ [Indian Rupees/Foreign Currency/ies to be specified in words and figures].

14. This guarantee shall be valid till _____ [Date to be mentioned].

15. The pendency of any dispute or arbitration or other proceedings shall not affect this guarantee in any manner.

16. It is hereby agreed that the liability of the Bank under this guarantee shall cease on the happening of any of the following events:

    a) Payment by the Bank of the guaranteed sum in full to the 'Employer',

    or

    a) Issue of written communication from the 'Employer' to the Bank along with the original Bank Guarantee discharging the Bank of its liability covered by this Bank Guarantee and in case of electronic Bank Guarantee (e-BG), after release/discharge of e-Bank Guarantee by the Employer through NeSL portal.

SIGNATURE AND SEAL OF THE GUARANTOR

DATE: _____
NAME OF THE BANK: _____
ADDRESS: _____

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Annexure – VI(a):

Form of Bank Guarantee for Bid Security/ Earnest Money Deposit

(To be scanned and uploaded by the bidder in KPP portal- if applicable)

(To be stamped in accordance with the Stamp Act of the Country of Issuing Bank)

To,

Bangalore Metro Rail Corporation Limited (BMRCL)
3rd Floor, BMTC Complex,
K.H. Road, Shanthinagara,
Bengaluru- 560027.
Karnataka, INDIA.

1. **WHEREAS** _____ *[Name and Address of the Concessionaire]* (hereinafter referred to as the "Bidder" or "Concessionaire") has undertaken for submission of Bid in pursuance of RFP Notification No. _____ for _____ *[Name of the Assignment]* (hereinafter referred to as the "Bid" or "Tender" or "Concession").

2. **AND WHEREAS** it has been stipulated in the RFP issued by Bangalore Metro Rail Corporation Limited (BMRCL) (hereinafter referred to as the "Employer" or "BMRCL") that the Concessionaire shall furnish to Employer an unconditional and irrevocable Bank Guarantee from an Indian Scheduled Bank (excluding Cooperative Bank) or from a Scheduled Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with second schedule, for the sum specified herein below as EMD (Bid Security) for compliance of the obligations in accordance with the RFP. In pursuance to this, M/s_____ has requested for issuance of the Bank Guarantee for the sum specified herein below as (EMD) Bid Security.

3. **AND WHEREAS** we _____ *[Name and full address of the Bank including Email address]* having registered office at _____ (hereinafter referred to as the "Bank"), which expression shall unless repugnant to the context or the meaning thereof, include its successors, administrators, executors, assignees, do hereby agree to give the Employer such a Bank Guarantee drawn and payable at Bengaluru _____ branch on behalf of the Concessionaire.

4. **NOW therefore**, the Bank hereby affirm that it is the guarantor and responsible to 'Employer' and their successors, on behalf of the 'Concessionaire' up to a total sum of INR _____ *[the amount of Guarantee to be specified in figure and words]*. Further, the Bank hereby unconditionally, irrevocably and without demur undertake to immediately pay, the Employer upon the Employer's first written demand and without cavil, or arguments any sum or sums within the limits of the sum specified in this Bank Guarantee as aforesaid without the Employer being required to prove or to show grounds or reasons for the demand, by depositing/crediting to the Current Account of the Employer, the sums specified herein.

5. This Bank Guarantee is encashable at our designated Branch as mentioned below:

   Name of the Bank, Branch and contact details Address Telephone no: & Fax No: E-mail Address Branch Manager/s name & mobile No: Bank Zonal Office Address, Telephone No,

Fax Number, E-mail Address: _____

OR

This e- Bank Guarantee shall be encashable at the issuing branch of the Bank through NeSL portal.

6. The Bank hereby confirms that the Bank is on the SFMS (Structural Finance Messaging System) platform and shall invariably send an advice of the Bank Guarantee to the designated Bank of the Employer as given below:

Sl. No.	Particulars	Details
1	Name of Beneficiary	Bangalore Metro Rail Corporation Limited
2	Name of Bank	State Bank of India
3	Branch	Hudson circle (commercial branch), Bangalore
4	Address of Branch	Hudson circle (commercial branch), Bangalore – 560001,
5	Account No.	31164006696
6	IFSC Code:	SBIN0004196

7. This Bank Guarantee shall be encashed at the demand of the Employer on or before the due date.

8. The Employer shall have full rights to encash this bank guarantee at any time during the validity period and the 'Concessionaire' shall have no right or claim whatsoever in the matter of encashment of the Bank Guarantee amount by the 'Employer'. The Bank will be fully responsible in terms of the guarantee and obligation, to make immediate payment to 'Employer', without the consent of the Concessionaire and without referring the matter to the 'Concessionaire'.

9. The Bank will deliver the money required by the 'Employer' immediately on demand without delay without reference to the 'Concessionaire' and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the 'Concessionaire'.

10. Courts at Bengaluru, Karnataka, India shall have exclusive jurisdiction for adjudicating the disputes arising out of the encashment of the Guarantee, and, the said Bank undertakes not to revoke this Guarantee during its currency, except with the previous consent of the 'Employer' in writing and agree that any change in the constitution of the Bank shall not discharge its liability hereunder.

11. This Bank Guarantee will not be discharged due to a change in the constitution of the 'Concessionaire' or a change in the constitution of the bank.

12. This Deed of guarantee is signed and executed by Shri/Smt _____ and Shri/Smt _____ who is/are authorized by the Bank to issue the guarantee on its behalf and their ID No/s. and Email address/es being_____ & _____ and _____ & _____ respectively.

13. The Bank's liability under this Guarantee shall not exceed the amount of _____ *[Indian*

Rupees to be specified in words and figures].

14. This guarantee shall be valid till _____ *[Date to be mentioned]*.

15. The pendency of any dispute or arbitration or other proceedings shall not affect this guarantee in any manner.

16. It is hereby agreed that the liability of the Bank under this guarantee shall cease on whichever of the following events first occurs.

    a) Payment by the Bank of the guaranteed sum in full to the 'Employer',

    or

    b) Receipt of written communication from the 'Employer' to the Bank along with the original Bank Guarantee discharging the Bank of its liability covered by this Bank Guarantee and in case of electronic Bank Guarantee (e-BG), after release/discharge of e-BG by the Employer through NeSL portal.

SIGNATURE AND SEAL OF THE GUARANTOR

DATE: _____
NAME OF THE BANK:
_____
ADDRESS:
_____

Note:

1. The stamp paper of appropriate value shall be purchased in the name of the bank, that issues the "Bank Guarantee".
2. The above format shall be used for e-Bank Guarantee also.
3. For issuance of e-BG, the UIN (PAN No.) of BMRCL is AAACB4881D.
4. RFP No. as mentioned in the relevant para of ITB shall be the reference to be mentioned in the e-BG.

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Section – 10
Annexure - VII

PENALTY PRESCRIBED

l. No.	Description of Irregularities	Penalty for each occurrence
1	Staff not in uniform/ without ID card	Rs. 500.00
	Un-clean premises and improper housekeeping	
	Vehicles not parked in orderly manner	
	Vehicle checking appliances not available in the parking	
	Area for vehicle movement not left	
2	Use of unapproved parking slips	Rs. 1,000.00
	Misbehavior by parking staff	
	Not displaying parking fare chart	
	Obstruction of free movement to service rooms/ station utilities.	
	Miscellaneous Violations	
3	Over charging	Rs.1000.00
	Encroachment	
4	Parking of commercial vehicles other than at specified area at Metro Stations	Rs. 500.00 (per vehicle)
5	Sub-lease of Parking Lot	Rs 25,000/- for each offence.
6	Non – Availability of Parking Staff during Revenue Hours	Rs 2,000/- for each offence.
7	Parking Lot without Fire Extinguishers	Rs 1,000/- for each offence.
8	Parking Lot without CCTV Surveillance	Rs 5,000/- for each offence.
9	Un-Authorized Night Parking beyond revenue hours. (Wherever Applicable)	Rs 100/- for 2-Wheeler (per night)
		Rs 150/- for 3-Wheeler (per night)
		Rs 200/- for 4-Wheeler (per night)

If each penalty is repeated three times during the term, the Competent Authority may revoke the License and forfeit the performance guarantee.

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Section – 10
Annexure - VIII

CONTACT DETAILS OF SUPERINTENDENTS

Sl. No	Metro Station	Superintendent (Sriyuths)	Contact Number
1	Nagasandra Metro Station (Main)	Dasara Obaiah	7353149610

Note: The Superintendent can be contacted between 11:00 am to 05:00 pm on any working day before the closing date of Tender.

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ANNEXURE – IX

Undertaking for downloaded Tender Document
(To be scanned and uploaded by the bidder in KPP portal)

We hereby confirm that; we have downloaded or read the complete set of tender documents/ addendum/clarifications along with the set of enclosures provided on Karnataka public procurement portal/website *https://kppp.karnataka.gov.in*. We confirm that we have gone through the Tender Documents, addendum/corrigendum and clarifications up to the date of opening of bids on the Karnataka public procurement portal/website [*https://kppp.karnataka.gov.in*]. We confirm our unconditional acceptance for the same and have considered these in the submission of our financial bid. We/I hereby give our acceptance to all the terms and conditions of the Tender Document as well as the draft License agreement.

Date:

Place:

(Signature, name and designation of the Authorised signatory)
Name and seal of Bidder

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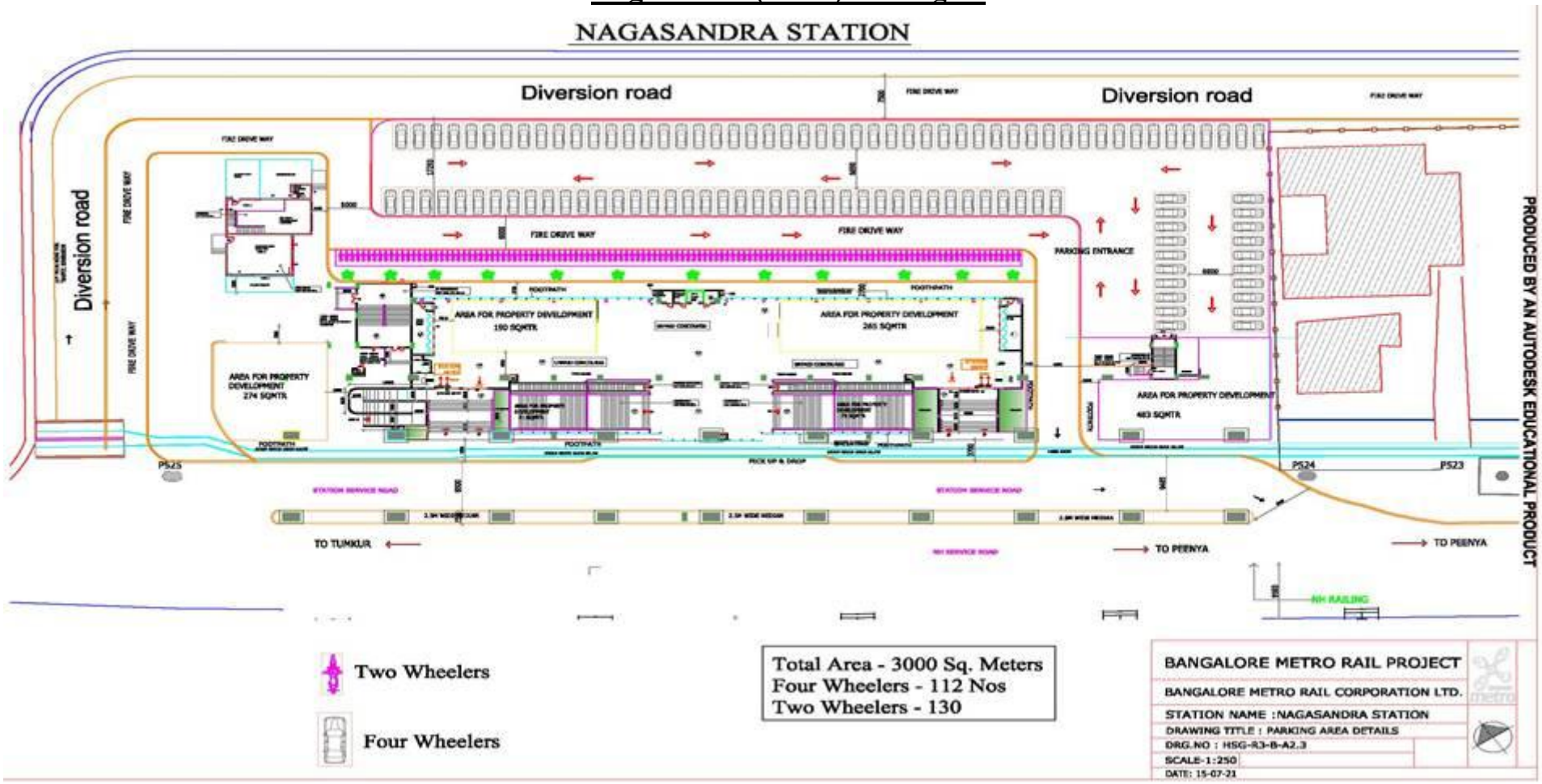
Section – 11

Site plan - 1

Nagasandra (Main) Parking lot



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